

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373989

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL MEDIA COMMUNICATIONS, INC.		02/19/2016	CORPORATION: NEW YORK
PENTHOUSE DIGITAL MEDIA PRODUCTIONS INC.		02/19/2016	CORPORATION: NEW YORK
DANNI ASHE, INC.		02/19/2016	CORPORATION: CALIFORNIA
TAN DOOR MEDIA INC.		02/19/2016	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	EXWORKS CAPITAL FUND I, L.P.
<b>Street Address:</b>	333 W. Wacker Drive, Suite 1620
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 103

Property Type	Number	Word Mark
Registration Number:	0880922	PENTHOUSE
Registration Number:	1064636	PENTHOUSE
Registration Number:	1073618	
Registration Number:	1074534	PENTHOUSE
Registration Number:	1128612	PET OF THE MONTH
Registration Number:	1121403	PET OF THE YEAR
Registration Number:	1104321	VARIATIONS
Registration Number:	1289736	PENTHOUSE PETS
Registration Number:	1292185	FORUM
Registration Number:	1323231	
Registration Number:	1323232	
Registration Number:	2185045	VARIATIONS
Registration Number:	2390741	DANNI'S HARD DRIVE
Registration Number:	2435702	PENTHOUSE
Registration Number:	2615735	DANNI'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2448894	DANNI'S
Registration Number:	2628750	HONEST BRA
Registration Number:	2707425	HONEST BRA
Registration Number:	2579543	CYBERBEAUTIES
Registration Number:	2628751	CYBERBEAUTIES
Registration Number:	2628752	NAUGHTY NEWBIES
Registration Number:	2579544	NAUGHTY NEWBIES
Registration Number:	2610234	RETROGIRLS
Registration Number:	2579545	SEXUAL PRIME
Registration Number:	2628753	SEXUAL PRIME
Registration Number:	2465215	BOOB BOWL
Registration Number:	2605312	DANNI.COM
Registration Number:	2636095	NETFETISH
Registration Number:	2701927	THE GIRLS OF PENTHOUSE
Registration Number:	2686386	PENTHOUSE
Registration Number:	2721206	VARIATIONS
Registration Number:	2810417	THE PENTHOUSE CLUB
Registration Number:	3007070	PENTHOUSE
Registration Number:	3067272	PENTHOUSE
Registration Number:	3052849	VARIATIONS
Registration Number:	3052850	THE GIRLS OF PENTHOUSE
Registration Number:	3052851	PENTHOUSE LETTERS
Registration Number:	3273185	WHERE THE MAGAZINE COMES TO LIFE!
Registration Number:	3778363	THE PENTHOUSE CLUB
Registration Number:	3147297	THE INTERNATIONAL MAGAZINE FOR MEN
Registration Number:	3289312	PENTHOUSESTORE.COM
Registration Number:	3167205	VARIATIONS.COM
Registration Number:	3221067	PENTHOUSELETTERS.COM
Registration Number:	3512920	PENTHOUSE LINGERIE
Registration Number:	3431806	
Registration Number:	3728779	PENTHOUSE
Registration Number:	3436911	LIFE ON TOP
Registration Number:	3388487	THE MAGAZINE OF SEXUAL MARVELS
Registration Number:	3625761	PENTHOUSE LETTERS
Registration Number:	3668322	PENTHOUSE FORUM
Registration Number:	4283222	
Registration Number:	3638217	PENTHOUSE LETTERS
Registration Number:	4135808	LIFE ON TOP

Property Type	Number	Word Mark
Registration Number:	4094055	LIFE ON TOP
Registration Number:	3695628	DAMMO
Registration Number:	3698477	PENTHOUSE HD
Registration Number:	3779465	PENTHOUSE
Registration Number:	4154587	PENTHOUSE
Registration Number:	2705458	DANNI.COM
Registration Number:	2694151	DA
Registration Number:	2698825	DANNI.COM
Registration Number:	3015504	JKP
Registration Number:	3690682	FREE YOUR FANTASIES
Registration Number:	3641290	PENTHOUSE TV
Registration Number:	3548339	PENTHOUSE
Registration Number:	3302408	DANNIGIRL
Registration Number:	3600434	PENTHOUSE TV
Registration Number:	4135170	PENTHOUSE
Registration Number:	4645457	PENTHOUSE
Registration Number:	4142774	HOTBOX
Registration Number:	4258930	PENTHOUSE
Registration Number:	4498546	PENTHOUSE MAG
Registration Number:	4179403	PENTHOUSE.COM
Registration Number:	4189969	PENTHOUSE LETTERS
Registration Number:	4186232	PENTHOUSE FORUM
Registration Number:	4314172	PENTHOUSE
Registration Number:	4277035	DANNI
Registration Number:	4808739	PENTHOUSE
Registration Number:	4227739	MISHA
Registration Number:	4846266	
Registration Number:	4186310	PENTHOUSE SHOES
Registration Number:	4526195	PET CONFESSIONS
Registration Number:	4335810	PENTHOUSEFORUM.COM
Registration Number:	4186344	VARIATIONS
Registration Number:	4194118	PENTHOUSE
Registration Number:	4383782	
Registration Number:	4531747	THE INTERNATIONAL MEN'S MAGAZINE
Registration Number:	4782367	PENTHOUSE
Registration Number:	4548739	PENTHOUSE
Registration Number:	4255423	PENTHOUSE 3D
Registration Number:	4259336	PENTHOUSE

Property Type	Number	Word Mark
Registration Number:	4310726	PENTHOUSE
Registration Number:	4310731	
Registration Number:	4310732	
Registration Number:	4310737	PENTHOUSE
Registration Number:	4319011	PENTHOUSE
Registration Number:	4310739	
Registration Number:	4310741	PENTHOUSE
Registration Number:	4362488	JILL KELLY PRODUCTIONS
Registration Number:	4882056	CYBERPETS
Registration Number:	4860517	SEX ACADEMY
Registration Number:	4787483	
Serial Number:	86803795	CALIGULA

**CORRESPONDENCE DATA**

**Fax Number:** 3128637806

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-863-7198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy Brougher, Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe Street, Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7467.002

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 02/22/2016

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2016, by each of the parties signatory hereto as a "Grantor" (each a "Grantor" and collectively "Grantors"), in favor of EXWORKS CAPITAL FUND I, L.P. ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantors, the other Loan Party Obligors party thereto and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Loans to or for the benefit of each Grantor, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) Trademarks means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (b) the right to obtain all renewals thereof.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, or (ii) injury to the goodwill associated with any such Trademark.

3. REPRESENTATION AND WARRANTY AND COVENANT. Each Grantor hereby represents and warrants to Lender that Schedule I lists all registered Trademarks owned by such Grantor in its own name on the date hereof. Each Grantor (either itself or through licensees) will (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Lender shall obtain a first priority perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way. Each Grantor will notify Lender immediately if it knows, or has reason to know, that any application or registration relating to any Trademark may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding, such Grantor's ownership of, or the validity of, any Trademark or such Grantor's right to register the same or to own and maintain the same.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[signature pages follow]*

IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GENERAL MEDIA COMMUNICATIONS, INC.

By: Kelly Holland  
Name: Kelly Holland  
Title: CEO

PENTHOUSE DIGITAL MEDIA PRODUCTIONS INC.

By: Kelly Holland  
Name: Kelly Holland  
Title: CEO

DANNI ASHE, INC.

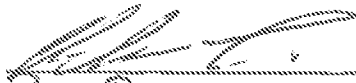
By: Kelly Holland  
Name: Kelly Holland  
Title: CEO

TAN DOOR MEDIA INC.

By: Kelly Holland  
Name: Kelly Holland  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

EXWORKS CAPITAL FUND I, L.P.

By:   
Name: John Richards  
Title: Vice President

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



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

MARK	SERIAL NUMBER	REGIS. NUMBER	OWNER INFORMATION
PENTHOUSE	72305841	0880922	General Media Communications, Inc.
PENTHOUSE	73082103	1064636	General Media Communications, Inc.
None (Design only)	73107871	1073618	General Media Communications, Inc.
PENTHOUSE	73108030	1074534	General Media Communications, Inc.
PET OF THE MONTH	73109664	1128612	General Media Communications, Inc.
PET OF THE YEAR	73113263	1121403	General Media Communications, Inc.
VARIATIONS	73142573	1104321	General Media Communications, Inc.
PENTHOUSE PETS	73384236	1289736	General Media Communications, Inc.
FORUM	73409098	1292185	General Media Communications, Inc.
None (Design only)	73485102	1323231	General Media Communications, Inc.
None (Design only)	73485147	1323232	General Media Communications, Inc.
VARIATIONS	75252445	2185045	General Media Communications, Inc.
DANNI'S HARD DRIVE	75412709	2390741	Danni Ashe, Inc.
PENTHOUSE	75575441	2435702	General Media Communications, Inc.
DANNI'S	75851315	2615735	Danni Ashe, Inc.
DANNI'S	75851316	2448894	Danni Ashe, Inc.
HONEST BRA	75851317	2628750	Danni Ashe, Inc.
HONEST BRA	75851318	2707425	Danni Ashe, Inc.
CYBERBEAUTIES	75851319	2579543	Danni Ashe, Inc.
CYBERBEAUTIES	75851320	2628751	Danni Ashe, Inc.
NAUGHTY NEWBIES	75851321	2628752	Danni Ashe, Inc.
NAUGHTY NEWBIES	75851322	2579544	Danni Ashe, Inc.
RETROGIRLS	75851324	2610234	Danni Ashe, Inc.
SEXUAL PRIME	75851370	2579545	Danni Ashe, Inc.
SEXUAL PRIME	75851371	2628753	Danni Ashe, Inc.
BOOB BOWL	75851372	2465215	Danni Ashe, Inc.
DANNI.COM	75851387	2605312	Danni Ashe, Inc.
NETFETISH	75851390	2636095	Danni Ashe, Inc.
THE GIRLS OF PENTHOUSE	76315680	2701927	General Media Communications, Inc.
PENTHOUSE	76407565	2686386	General Media Communications, Inc.
VARIATIONS	76437896	2721206	General Media Communications, Inc.
THE PENTHOUSE CLUB	76518441	2810417	General Media Communications, Inc.
PENTHOUSE	76581658	3007070	General Media Communications, Inc.
PENTHOUSE	76629990	3067272	General Media Communications, Inc.
VARIATIONS	76630019	3052849	General Media Communications, Inc.
THE GIRLS OF PENTHOUSE	76630020	3052850	General Media Communications, Inc.
PENTHOUSE LETTERS	76630021	3052851	General Media Communications, Inc.
WHERE THE MAGAZINE COMES TO LIFE!	76637792	3273185	General Media Communications, Inc.
THE PENTHOUSE CLUB	76637794	3778363	General Media Communications, Inc.
THE INTERNATIONAL MAGAZINE FOR MEN	76640450	3147297	General Media Communications, Inc.

MARK	SERIAL NUMBER	REGIS. NUMBER	OWNER INFORMATION
PENTHOUSESTORE.COM	76640451	3289312	General Media Communications, Inc.
VARIATIONS.COM	76640865	3167205	General Media Communications, Inc.
PENTHOUSELETTERS.COM	76640867	3221067	General Media Communications, Inc.
PENTHOUSE LINGERIE	76642290	3512920	General Media Communications, Inc.
None (Design only)	76978782	3431806	General Media Communications, Inc.
PENTHOUSE	76979022	3728779	General Media Communications, Inc.
LIFE ON TOP	77053023	3436911	General Media Communications, Inc.
THE MAGAZINE OF SEXUAL MARVELS	77220396	3388487	General Media Communications, Inc.
PENTHOUSE LETTERS	77471653	3625761	General Media Communications, Inc.
PENTHOUSE FORUM	77471683	3668322	General Media Communications, Inc.
None (Design only)	77558292	4283222	General Media Communications, Inc.
PENTHOUSE LETTERS	77560546	3638217	General Media Communications, Inc.
LIFE ON TOP	77653907	4135808	General Media Communications, Inc.
LIFE ON TOP	77653918	4094055	General Media Communications, Inc.
DAMMO	77700800	3695628	Tan Door Media Inc.
PENTHOUSE HD	77703378	3698477	General Media Communications, Inc.
PENTHOUSE	77978806	3779465	General Media Communications, Inc.
PENTHOUSE	77983118	4154587	General Media Communications, Inc.
DANNI.COM	78065369	2705458	Danni Ashe, Inc.
DA	78078011	2694151	Danni Ashe, Inc.
DANNI.COM	78078014	2698825	Danni Ashe, Inc.
JKP	78484794	3015504	Penthouse Digital Media Productions, Inc.
FREE YOUR FANTASIES	78839680	3690682	General Media Communications, Inc.
PENTHOUSE TV	78844506	3641290	General Media Communications, Inc.
PENTHOUSE	78879329	3548339	General Media Communications, Inc.
DANNIGIRL	78921446	3302408	Danni Ashe, Inc.
PENTHOUSE TV	78980435	3600434	General Media Communications, Inc.
PENTHOUSE	85411383	4135170	General Media Communications, Inc.
PENTHOUSE	85430651	4645457	General Media Communications, Inc.
HOTBOX	85454447	4142774	General Media Communications, Inc.
PENTHOUSE	85456362	4258930	General Media Communications, Inc.
PENTHOUSE MAG	85497015	4498546	General Media Communications, Inc.
PENTHOUSE.COM	85497024	4179403	General Media Communications, Inc.
PENTHOUSE LETTERS	85497128	4189969	General Media Communications, Inc.
PENTHOUSE FORUM	85497146	4186232	General Media Communications, Inc.
PENTHOUSE	85497223	4314172	General Media Communications, Inc.
DANNI	85497311	4277035	Danni Ashe, Inc.
PENTHOUSE	85497386	4808739	General Media Communications, Inc.
MISHA	85497631	4227739	Danni Ashe, Inc.
None (Design only)	85497703	4846266	General Media Communications, Inc.
PENTHOUSE SHOES	85498080	4186310	General Media Communications, Inc.
PET CONFESSIONS	85498119	4526195	General Media Communications, Inc.
PENTHOUSEFORUM.COM	85498128	4335810	General Media Communications, Inc.
VARIATIONS	85498467	4186344	General Media Communications, Inc.

MARK	SERIAL NUMBER	REGIS. NUMBER	OWNER INFORMATION
PENTHOUSE	85509200	4194118	General Media Communications, Inc.
None (Design only)	85815464	4383782	General Media Communications, Inc.
THE INTERNATIONAL MEN'S MAGAZINE	85820066	4531747	General Media Communications, Inc.
PENTHOUSE	85847201	4782367	General Media Communications, Inc.
PENTHOUSE	85859216	4548739	General Media Communications, Inc.
PENTHOUSE 3D	85976195	4255423	General Media Communications, Inc.
PENTHOUSE	85977778	4259336	General Media Communications, Inc.
PENTHOUSE	85978433	4310726	General Media Communications, Inc.
None (Design only)	85978463	4310731	General Media Communications, Inc.
None (Design only)	85978464	4310732	General Media Communications, Inc.
PENTHOUSE	85978517	4310737	General Media Communications, Inc.
PENTHOUSE	85978532	4319011	General Media Communications, Inc.
None (Design Only)	85978536	4310739	General Media Communications, Inc.
PENTHOUSE	85978559	4310741	General Media Communications, Inc.
JILL KELLY PRODUCTIONS	85979239	4362488	Penthouse Digital Media Productions, Inc.
CYBERPETS	86097512	4882056	General Media Communications, Inc.
SEX ACADEMY	86297847	4860517	Penthouse Digital Media Productions, Inc.
None (Design only)	86435388	4787483	General Media Communications, Inc.
CALIGULA	86803795	NA	General Media Communications, Inc.

Signature Page to Trademark Security Agreement

RECORDED: 02/22/2016

TRADEMARK  
REEL: 005736 FRAME: 0503