

Form PTO 1584  
Rev. 6-03  
OMB No. 0951-0011 (Exp. 4-04)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**PENTHOUSE MEDIA GROUP INC.**

- Individual(s)
- General Partnership
- Corporation - DELAWARE
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Other

Execution Date: **OCTOBER 5, 2004**

2. Name and address of receiving parties:

Name: **WILMINGTON TRUST COMPANY**

Address: **Rodney Square North,  
1100 North Market Street  
City/State: Wilmington, DE 19890**

- Individual(s)
- General Partnership
- Corporation
- Other - a Delaware - CHARTERED BANK AND TRUST COMPANY

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Applications

Mark Serial No.

**SEE ATTACHED SCHEDULE**

B. Trademark Registrations

Mark Reg. No.

**SEE ATTACHED SCHEDULE**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Darby & Darby P.C.  
Street Address: Post Office Box 5257  
City: New York State: New York Zip: 10150-5257

OUR REF. NO.: 20271/9420271

6. Total number of applications and registrations involved:

53

7. Total fee (37 CFR 3.41):.....\$1,340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

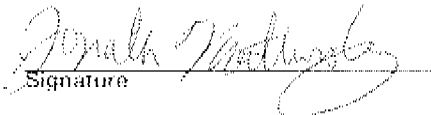
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*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.*

Jonathan Matkowsky  
Name of Person Signing

  
Signature

October 7, 2004

Total number of pages including cover sheet, attachments, and document:

7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$1340.00 040100 76581658

SCHEDULE I  
to the Trademark Security Agreement Dated as of October 5, 2004

U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
PENTHOUSE	76/581,658	March 16, 2004
PENTHOUSE BLACK LABEL	76/227,798	March 21, 2001
PENTHOUSE BOUTIQUE logo	76/526,068	June 19, 2003
PENTHOUSE CHANNEL	76/543,697	August 29, 2003
PENTHOUSE EXECUTIVE CLUB logo	76/588,435	April 22, 2004

U.S. TRADEMARK REGISTRATIONS

MARK	Registration No.	REGISTERED
CARTOONWANK	2,515,315	December 4, 2001
CARTOONWANK.COM	2,515,316	December 4, 2001
AMATUER SWITCHBOARD	2,422,063	January 16, 2001
BALLONHEADS DESIGN	1,367,529	October 29, 1985
EARTHLINK SCIENCE	2,437,493	March 20, 2001
FORUM	1,292,185	August 28, 1984
HOT TALK	1,359,176	September 10, 1985
MIND & MUSCLE POWER	2,420,091	January 9, 2001
MIND & MUSCLE POWER logo	2,420,110	January 9, 2001
ONE KEY LOGO	1,323,232	March 5, 1985
PENTHOUSE	880,922	November 18, 1969
PENTHOUSE	2,435,702	March 13, 2001
PENTHOUSE	1,064,636	April 26, 1977
PENTHOUSE	1,074,534	October 4, 1977
PENTHOUSE	2,686,386	February 11, 2003
PENTHOUSE	2,386,351	September 12, 2000
PENTHOUSE	1,430,050	February 24, 1987
PENTHOUSE	1,515,321	December 6, 1988
PENTHOUSE	1,862,414	November 15, 1994
PENTHOUSE	2,738,557	July 15, 2003
PENTHOUSE COMIX	1,963,425	March 19, 1996

MARK	Registration No.	REGISTERED
PENTHOUSE COMIX	2,243,111	May 4, 1999
PENTHOUSE EROTICA	2,190,434	September 22, 1998
PENTHOUSE FORUM	1,020,498	September 16, 1975
PENTHOUSE LETTERS	1,367,554	October 29, 1985
PENTHOUSE MEN'S ADVENTURE COMIX	1,960,448	March 5, 1996
PENTHOUSE MEN'S CLUB	2,450,888	May 15, 2001
PENTHOUSE PETS	1,289,736	August 14, 1984
PENTHOUSE.COM	2,441,085	April 3, 2001
PENTHOUSEMAG.COM	2,337,421	April 4, 2000
PET OF THE MONTH	1,128,612	January 1, 1980
PET OF THE YEAR	1,121,403	July 3, 1979
PETNET	2,546,647	March 12, 2002
SAVE THE ARTS	2,531,771	January 22, 2002
SPORTING AMERICA	2,554,332	March 26, 2002
THE GIRLS OF PENTHOUSE	2,701,927	April 1, 2003
THE PENTHOUSE CLUB logo	2,810,417	February 3, 2004
THE PENTHOUSE SELECTION	2,738,555	July 15, 2003
THREE KEY LOGO	1,092,929	June 6, 1978
THREE KEY LOGO	1,323,231	March 5, 1985
THREE KEY LOGO	1,073,618	September 20, 1997
THREE KEY LOGO	1,862,415	November 15, 1994
THREE KEY LOGO	2,346,129	April 25, 2000
THREE KEY LOGO	2,744,275	July 29, 2003
VARIATIONS	1,104,321	October 17, 1978
VARIATIONS	2,185,045	August 25, 1998
VARIATIONS	2,459,720	June 12, 2001
VARIATIONS	2,721,206	June 3, 2003

## 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 October 5, 2004 and is made by **Penthouse Media Group Inc.**, a Delaware 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 **Wilmington Trust Company**, having an address at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, in its capacity as Trustee (as defined below), as collateral agent (in such capacity, together with any successor trustee under and appointed in accordance with the Indenture referred to below, the "Collateral Agent") for the benefit of Collateral Agent and the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, pursuant to that certain Indenture (as such Indenture may be amended, supplemented or otherwise modified from time to time, the "Indenture") dated as of October 5, 2004 by and among the Company, the Subsidiary Guarantors party thereto and Wilmington Trust Company, as trustee (in such capacity, together with its successors in such capacity, the "Trustee"), the Company has issued 13% Term Loan Notes due 2011 in an aggregate principal amount of up to \$38.0 million (together with any notes issued pursuant to the Indenture in payment of interest due under such notes, in replacement thereof or in exchange or substitution therefore, the "Term Loan Notes");

**WHEREAS**, pursuant to the Indenture, each of the Subsidiary Grantors has guaranteed the obligations of the Company in respect of the Indenture and the Term Loan Notes;

**WHEREAS**, the Grantors and Collateral Agent have entered into that certain Security Agreement dated as of October 5, 2004 (as such Security Agreement may be amended, supplemented or otherwise modified from time to time, the "Security Agreement;" capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Security Agreement), pursuant to which each Grantor has granted to Collateral Agent, for Collateral Agent's benefit and for the benefit of the holders of Term Loan Notes, 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 Indenture and, in the case of the Company, the Term Loan 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 Collateral Agent, for Collateral Agent's benefit and for the ratable benefit of the Secured Parties, 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 Secured 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 I 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 Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 and Collateral Agent have 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.

PENTHOUSE MEDIA GROUP INC., a Delaware Corporation


By:   
Name: Marc H. Bell  
Title: President

SUBSIDIARY GUARANTORS:

- GENERAL MEDIA ART HOLDING, INC.
- GENERAL MEDIA COMMUNICATIONS, INC.
- GENERAL MEDIA ENTERTAINMENT, INC.
- GENERAL MEDIA (UK), LTD.
- GMCI INTERNET OPERATIONS, INC.
- GMI ON-LINE VENTURES, LTD.
- PENTHOUSE IMAGES ACQUISITIONS, LTD.
- PURE ENTERTAINMENT TELECOMMUNICATIONS, INC.

By:   
Name: Marc H. Bell  
Title: President of each Subsidiary Guarantor

WILMINGTON TRUST COMPANY, as Collateral Agent

By:   
Name: James D. Nucci  
Title: Authorized Signer

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS.

On October 5, 2004, before me David B. Manno, a Notary Public, personally appeared Marc H. Bell and James D. Nesci, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

DAVID B. MANNO  
Notary Public, State Of New York  
No. 02MA6006236  
Qualified In Queens County  
Commission Expires April 27, 2006

(Seal)