

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Playboy Enterprises International, Inc.		04/19/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4315999	PLAYBOY VIP
Registration Number:	3963276	THE GAMER NEXT DOOR
Registration Number:	4315825	THE PLAYBOY MORNING SHOW
Registration Number:	4236162	TV FOR 2
Registration Number:	4316000	VIP
Serial Number:	85850323	MANTRACK

**CORRESPONDENCE DATA**

Fax Number:

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$165.00 4315999

ATTORNEY DOCKET NUMBER:	038507-0292
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/22/2013
Total Attachments: 7 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 19, 2013 is entered into by Playboy Enterprises International, Inc., a Delaware corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and Jefferies Finance LLC, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Amended and Restated Security Agreement, dated as of March 4, 2011, as amended and restated as of April 19, 2013, among Playboy Enterprises, Inc., a Delaware corporation, Icon Acquisition Holdings LLC, a Delaware limited liability company, the other Grantors party thereto and the Secured Party (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Party in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, including all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after

the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

**PLAYBOY ENTERPRISES  
INTERNATIONAL, INC.**

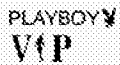


By:   
Name: Christoph Pachter  
Title: Treasurer

**JEFFERIES FINANCE LLC,**  
as the Collateral Agent

By: *Mikhail Katz*  
Name: Mikhail Katz  
Title: Senior Vice President








## TRADEMARK SECURITY AGREEMENT

### I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No.	Reg. Date	Record Owner
	U.S.	4315999	04/09/2013	Playboy Enterprises International, Inc.
THE GAMER NEXT DOOR	U.S.	3963276	05/17/2011	Playboy Enterprises International, Inc.
THE PLAYBOY MORNING SHOW	U.S.	4315825	04/09/2013	Playboy Enterprises International, Inc.
	U.S.	4236162	11/06/2012	Playboy Enterprises International, Inc.
	U.S.	4316000	04/09/2013	Playboy Enterprises International, Inc.

### II. U.S. TRADEMARK APPLICATIONS


Trademark	Country	App. No.	App. Date	Record Owner
BOUDOIR BY PLAYBOY	U.S.	85/550196	02/22/2012	Playboy Enterprises International, Inc.
GOD GIVEN GORGEOUS	U.S.	85/730131	09/16/2012	Playboy Enterprises International, Inc.
GROTTO BY PLAYBOY	U.S.	85/550219	02/22/2012	Playboy Enterprises International, Inc.
HEF'S SUPERBUNNIES	U.S.	85/551913	02/24/2012	Hugh Hefner and Playboy Enterprises International, Inc.
IPLAYBOY	U.S.	85/370526	07/13/2011	Playboy Enterprises International, Inc.
MANSION BY PLAYBOY	U.S.	85/550228	02/22/2012	Playboy Enterprises International, Inc.
MANSION BY PLAYBOY	U.S.	85/550235	02/22/2012	Playboy Enterprises International, Inc.
MANSION BY PLAYBOY	U.S.	85/550238	02/22/2012	Playboy Enterprises International, Inc.
MANSION BY PLAYBOY	U.S.	85/550244	02/22/2012	Playboy Enterprises International, Inc.
MANSION BY PLAYBOY	U.S.	85/550246	02/22/2012	Playboy Enterprises International, Inc.
MANSION BY PLAYBOY	U.S.	85/550252	02/22/2012	Playboy Enterprises International, Inc.
MANSION BY PLAYBOY	U.S.	85/550256	02/22/2012	Playboy Enterprises International, Inc.
MANTRACK	U.S.	85/850323	02/14/2013	Playboy Enterprises International, Inc.
MIDSUMMER NIGHT'S DREAM PARTY	U.S.	85/730134	09/16/2012	Playboy Enterprises International, Inc.
MISS AUGUST	U.S.	85/518422	01/17/2012	Playboy Enterprises International, Inc.
MISS SOCIAL	U.S.	85/730137	09/16/2012	Playboy Enterprises International, Inc.

Trademark	Country	App. No.	App. Date	Record Owner
MISS SOCIAL	U.S.	85/730138	09/16/2012	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/306987	04/28/2011	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/370537	07/13/2011	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/382793	07/27/2011	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/528330	01/30/2012	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/528344	01/30/2012	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/667894	07/03/2012	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/753935	10/15/2012	Playboy Enterprises International, Inc.
PLAYBOY	U.S.	85/861962	02/27/2013	Playboy Enterprises International, Inc.
PLAYBOY AFTER DARK	U.S.	85/466028	11/07/2011	Playboy Enterprises International, Inc.
PLAYBOY PLUS	U.S.	85/477724	11/21/2011	Playboy Enterprises International, Inc.
PLAYBOY PLUS	U.S.	85/477727	11/21/2011	Playboy Enterprises International, Inc.
PLAYBOY PLUS	U.S.	85/477733	11/21/2011	Playboy Enterprises International, Inc.
PLAYMATE	U.S.	85/407449	08/25/2011	Playboy Enterprises International, Inc.
	U.S.	85/382787	07/27/2011	Playboy Enterprises International, Inc.
	U.S.	85/528357	01/30/2012	Playboy Enterprises International, Inc.
	U.S.	85/528378	01/30/2012	Playboy Enterprises International, Inc.
	U.S.	85/667917	07/03/2012	Playboy Enterprises International, Inc.
	U.S.	85/753949	10/15/2012	Playboy Enterprises International, Inc.
	U.S.	85/861935	02/27/2013	Playboy Enterprises International, Inc.
	U.S.	85/375327	07/19/2011	Playboy Enterprises International, Inc.
SATURDAY BY PLAYBOY	U.S.	85/550189	02/22/2012	Playboy Enterprises International, Inc.
SPANKIN GOOD	U.S.	85/556874	02/29/2012	Playboy Enterprises International, Inc.
SUPER PLAYBOY	U.S.	85/812902	12/31/2012	Playboy Enterprises International, Inc.
TAIL BY PLAYBOY	U.S.	85/813034	12/31/2012	Playboy Enterprises International, Inc.
THE PLAYBOY CLUB	U.S.	85/322773	05/17/2011	Playboy Enterprises International, Inc.
THE PLAYBOY CLUB	U.S.	85/322779	05/17/2011	Playboy Enterprises International, Inc.
THE PLAYBOY CLUB	U.S.	85/361821	07/01/2011	Playboy Enterprises International, Inc.

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**TRADEMARK**  
**REEL: 005011 FRAME: 0160**



Trademark	Country	App. No.	App. Date	Record Owner
 <p>THE <b>PLAYBOY</b> CLUB COLLECTION</p>	U.S.	85/361918	07/01/2011	Playboy Enterprises International, Inc.
PLAYMATE	U.S.	85/730141	09/16/2012	Playboy Enterprises International, Inc.

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