

01-05-1999

TRANS

EDATION



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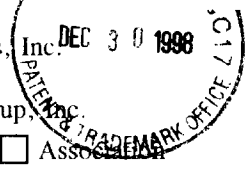
To the Commissioner of Patents :

original documents or copy thereof.

1. Name of conveying party(ies):  
 General Media Communications, Inc.  
 and  
 General Media Automotive Group, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State (New York)  
 Other

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



MRD 12-30-98

2. Name and address of receiving party(ies):  
 Name: IBJ Schroeder Bank & Trust Co.  
 Street Address: One State Street  
 City: New York State NY ZIP 10004

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: December 21, 1993

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
Attached at Tab 1

tm  
 Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Leslie K. Mitchell  
Fitzpatrick, Cella, Harper & Scinto  
30 Rockefeller Plaza  
New York, New York 10112-3801

Telephone No.: (212) 218-2100  
 Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved:  
20

7. Total fee (37 CFR 3.41): \$515.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number  
06-1205  
 (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.*

Leslie K. Mitchell                      Leslie K. Mitchell                      December 29, 1998  
 Name of person signing                      Signature                      Date

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

## SCHEDULE B

### Trademark Applications Applied For in 1998

1. Owner : General Media Automotive Group, Inc.  
Mark : FULL SIZE 4x4  
Serial No. : 75/520091  
Filing Date : 07/16/98
  
2. Owner : General Media Communications, Inc.  
Mark : One Key Logo  
Serial No. : 75/574019  
Filing Date : 10/20/98
  
3. Owner : General Media Communications, Inc.  
Mark : One Key Logo  
Serial No. : 75/567144  
Filing Date : 10/09/98
  
4. Owner : General Media Communications, Inc.  
Mark : One Key Logo  
Serial No. : 75/574676  
Filing Date : 10/21/98
  
5. Owner : General Media Automotive Group, Inc.  
Mark : OPEN WHEEL  
Serial No. : 75/520095  
Filing Date : 07/16/98
  
6. Owner : General Media Communications, Inc.  
Mark : PENTHOUSE  
Serial No. : 75/573801  
Filing Date : 10/20/98
  
7. Owner : General Media Communications, Inc.  
Mark : PENTHOUSE  
Serial No. : 75/567145  
Filing Date : 10/09/98

8.	Owner	:	General Media Communications, Inc.
	Mark	:	PENTHOUSE
	Serial No.	:	75/575441
	Filing Date	:	10/21/98
9.	Owner	:	General Media Communications, Inc.
	Mark	:	PENTHOUSE PETS
	Serial No.	:	75/574000
	Filing Date	:	10/20/98
10.	Owner	:	General Media Communications, Inc.
	Mark	:	PENTHOUSE PETS
	Serial No.	:	75/567760
	Filing Date	:	10/09/98
11.	Owner	:	General Media Communications, Inc.
	Mark	:	PENTHOUSE PETS
	Serial No.	:	75/574677
	Filing Date	:	10/21/98
12.	Owner	:	General Media Communications, Inc.
	Mark	:	PENTHOUSE PRIVATE COLLECTION
	Serial No.	:	75/471917
	Filing Date	:	04/22/98
13.	Owner	:	General Media Communications, Inc.
	Mark	:	PENTHOUSE MAG.COM
	Serial No.	:	75/507912
	Filing Date	:	06/24/98
14.	Owner	:	General Media Communications, Inc.
	Mark	:	PET
	Serial No.	:	75/574001
	Filing Date	:	10/20/98

15.	Owner	:	General Media Communications, Inc.
	Mark	:	PET
	Serial No.	:	75/567141
	Filing Date	:	10/09/98
16.	Owner	:	General Media Communications, Inc.
	Mark	:	PET
	Serial No.	:	75/574699
	Filing Date	:	10/21/98
17.	Owner	:	General Media Communications, Inc.
	Mark	:	Three Key Logo
	Serial No.	:	75/574016
	Filing Date	:	10/20/98
18.	Owner	:	General Media Communications, Inc.
	Mark	:	Three Key Logo
	Serial No.	:	75/568368
	Filing Date	:	10/09/98
19.	Owner	:	General Media Communications, Inc.
	Mark	:	Three Key Logo
	Serial No.	:	75/574684
	Filing Date	:	10/21/98
20.	Owner	:	General Media Communications, Inc.
	Mark	:	WHEN THE GREEN DROPS, THE BULLSHIT STOPS
	Serial No.	:	75/540688
	Filing Date	:	08/21/98

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## 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 December 21, 1993 and is made by **General Media, 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 **IBJ Schroder Bank & Trust Company**, having an address at One State Street, New York, New York, 10004, 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 December 21, 1993 by and among the Company, the Subsidiary Guarantors party thereto and **IBJ Schroder Bank & Trust Company**, as trustee (in such capacity, together with its successors in such capacity, the "Trustee"), the Company has issued \$85 million in aggregate principal amount of 10-5/8% Senior Secured Notes due 2000 (together with any notes issued pursuant to the Indenture in replacement thereof or in exchange or substitution therefor, the "Senior Secured 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 Senior Secured Notes;

**WHEREAS**, the Grantors and Collateral Agent have entered into that certain Security Agreement dated as of December 21, 1993 (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 Senior Secured 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 (as defined in the Security Agreement), 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 Senior Secured Notes; and

**WHEREAS**, each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed beneath such Grantor's name on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed beneath such Grantor's name on Schedule 1 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:

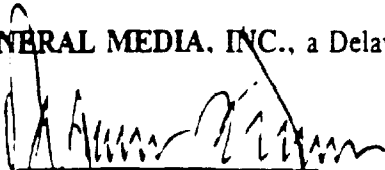
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto and any and all renewals of any of the foregoing, and all of the goodwill of the business 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 1 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]

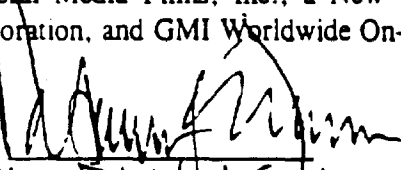
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GENERAL MEDIA, INC., a Delaware corporation


By:   
Name: Patrick J. Gavin  
Title: Executive Vice President

**SUBSIDIARY GRANTORS:**

General Media Publishing Group, Inc., a New York corporation, General Media Group Services, Inc., a New York corporation, Penthouse International, Ltd., a New York corporation, Penthouse Letters, Ltd., a New York corporation, Forum International, Ltd., a New York corporation, POF Subsidiary Company, Ltd., a Delaware corporation, Variations Publishing International, Ltd., a New York corporation, Hot Talk Publications, Ltd., a New York corporation, Girls of Penthouse Publications, Inc., a New York corporation, Four Wheeler Publishing, Ltd., a New York corporation, Stock Car Racing Publications, Inc., a New York corporation, Open Wheel Publications, Inc., a New York corporation, Super Stock Publications, Inc., a New York corporation, General Media Capital Group, Inc., a New York corporation, Penthouse Images Acquisitions, Ltd., a New York corporation, General Media Foreign Holdings Group, Inc., a New York corporation, Penthouse Financial Services, N.V., a Netherlands Antilles corporation, Penthouse Clubs International Establishment, a Lichtenstein corporation, General Media (UK), Ltd., a United Kingdom corporation, General Media International Financial Svcs. (GMIFS) N.V., a Netherlands Antilles corporation, Pure Entertainment Telecommunications (Curacao) N.V., a Netherlands Antilles corporation, General Media Entertainment Group, Inc., a New York corporation, Penthouse Films International, Ltd., a Delaware corporation, Penthouse Music, Ltd., a Delaware corporation, Pure Entertainment Telecommunications, Inc., a New York corporation, General Media Films, Inc., a New York corporation, Penthouse Video, Inc., a New York corporation, and GMI Worldwide On-Line Services, Inc., a Delaware corporation

By:   
Name: Patrick J. Gavin  
Title: Senior Vice President  
of each Subsidiary Grantor

IBJ SCHRODER BANK & TRUST COMPANY, as Collateral Agent

By:   
Name: Tom Bogert  
Title: Assistant Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss.

On December 21, 1993, before me ELLEN WARREN, a Notary Public,  
personally appeared TOM BOGERT  
\_\_\_\_\_, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(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.

Ellen Warren  
Notary Public

(Seal)

ELLEN WARREN  
Notary Public, State of New York  
No. 31-4647374  
Qualified in New York County  
Commission Expires July 31, 1995