

TF 04-20-1999

Tab settings 4-20 99  
To the Honorable Commissioner of Patents &



original documents or copy thereof.

1. Name of conveying party(ies):

101014740

s of receiving party(ies)

Darla L.L.C.

Name: Spice Networks, Inc.

Internal Address: \_\_\_\_\_

Street Address: 680 North Lake Shore Drive

City: Chicago State: IL ZIP: 60611

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: March 15, 1999

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

B. Trademark Registration No.(s)

A. Trademark Application No.(s)

See attached schedule

See attached schedule

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 7

Name: David S. Berlin

Internal Address: Paul, Weiss, Rifkind,

Wharton & Garrison

04/21/1999 ISHDAZZ 00000039 2015516

Street Address: 1285 Avenue of the Americas

7. Total fee (37 CFR 3.41).....\$ 190

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

City: New York State: NY ZIP: 10019

(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.

David S. Berlin

Name of Person Signing

David S. Berlin

Signature

April 5, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6

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

# SCHEDULE

<b>Mark</b>	<b>Registration No.</b>	<b>Date of Registration</b>
Erotic Shopping for Grownups at Play	2,015,516	11/12/96
Private Shopping for Private Moments	2,015,515	11/12/96
Spice & Design	2,091,263	8/26/97
Spice Networks	2,063,530	5/20/97
Cyberspice	2,002,185	9/24/96
Interactive Spice	2,100,636	9/30/97
SXTV	2,173,339	7/14/98

Amendment Number One to Trademark Security Agreement dated as of  
January 15, 1997, between Spice Networks, Inc., a New York corporation  
and Darla L.L.C., a Delaware limited liability company

SCHEDULE A

<u>U.S. TRADEMARK</u>	<u>APP./REG. NO.</u>	<u>DATE OF REG.</u>	<u>INT'L CLASS</u>
EROTIC SHOPPING FOR GROWNUPS AT PLAY	2,015,516	11/12/96	42
PRIVATE SHOPPING FOR PRIVATE MOMENTS	2,015,515	11/12/96	42
SPICE & DESIGN	2,091,263	8/26/97	41
SPICE NETWORKS	2,063,530	5/20/97	25
CYBERSPICE	2,002,185	9/24/96	42
INTERACTIVE SPICE	2,100,636	9/30/97	9
SXTV	2,173,339	7/14/98	41

Schedule A

TRADEMARK SECURITY AGREEMENT

<u>U.S. Trademark</u>	<u>App/Reg. No.</u>	<u>Date of Reg.</u>	<u>Class</u>
Cyberspice	2002185	9/24/96	41
Interactive Spice & Design	2,100,636	9/30/97	9
Spice & Design	2,091,263	8/26/97	41
Spice Networks & Design	2,063,530	5/20/97	25
SXTV	2,173,339	7/14/98	41

## RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of March 15, 1999 by DARLA L.L.C., a Delaware limited liability company ("Darla").

### W I T N E S S E T H:

WHEREAS, Madeleine L.L.C., a New York limited liability company ("Madeleine") and Spice Networks, Inc. (successor-in-interest to Spice, Inc.), a New York corporation (the "Debtor"), are parties to a certain Trademark Security Agreement dated as of January 15, 1997 (the "Agreement") pursuant to which the Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the registered trade marks, trademark applications, registered service marks and service mark applications (collectively, the "Trademarks") as described in Schedule A attached hereto, as security for the Debtor's obligations to Madeleine under the Agreement;

WHEREAS, the Agreement was recorded by the Trademark Office at Reel 1565, Frame 0062, therein on March 17, 1997; and

WHEREAS, Madeleine assigned all of its rights under the Agreement to Darla pursuant to that certain Assignment and Acceptance Agreement dated as of March 10, 1997, between Madeleine and Darla;

WHEREAS, the Agreement was amended pursuant to that Amendment Number One to Trademark Security Agreement, dated as of January 15, 1997, and executed by the Debtor and Darla (the "Amendment");

WHEREAS, the Amendment was recorded by the Trademark Office at Reel 1721, Frame 0685, therein on May 4, 1998;

WHEREAS, the Debtor has satisfied its obligations under the Agreement and the Amendment, and has requested that Madeleine release its security interest in the Trademark Collateral and reassign the same to the Debtor;

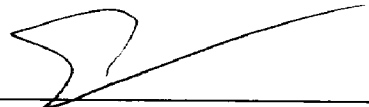
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Darla hereby releases its security interest in and collateral assignment of the Trademark Collateral.

2. Darla hereby reassigns, grants and conveys to the Debtor, without any representation, recourse or undertaking by Darla, all of Darla's right, title and interest, if any, in and to the Trademark Collateral, including, without limitation, all of the Trademarks appearing in Schedule A and all the goodwill of said Debtor's business associated with and symbolized by the Trademarks appearing in Schedule A.

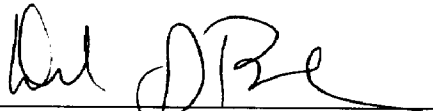
IN WITNESS WHEREOF, Darla has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

Darla L.L.C., a Delaware limited liability company

By:   
Kevin Genda  
Attorney-in-fact

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

On this 12 day of March, 1999 before me personally appeared Kevin Genda known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer or representative above designated of Darla L.L.C.

  
Notary Public

New York County, New York

My commission expires: 5/21/00