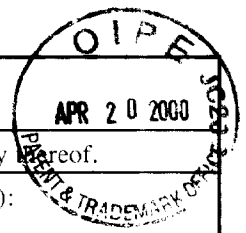


TRSMIT
4.20.00

05-08-2000

TION



To the Commissioner of Patents and



inal documents or copy hereof.

of receiving party(ies):

101348916

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

Name: IBJ Whitehall Bank & Trust Co. (f/k/a IBJ Schroeder Bank & Trust Co.)

Street Address: One State Street

City: New York State NY ZIP 10004

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

Execution Date: December 21, 1993

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

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

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Leslie K. Mitchell
 Name: 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:
6

7. Total fee (37 CFR 3.41): . . . \$125.00

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):

05/08/2000 DMGUYEN 00000025 061205 75641833

01 FC:481 40.00 CH
02 FC:482 125.00 CH

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
 Name of Person Signing

Leslie K. Mitchell
 Signature

December 22, 1999
 Date

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

SCHEDULE B

Trademarks Applied For in 1999

1. Owner : General Media Communications, Inc.
Mark : AMATEUR SWITCHBOARD
Serial No. : 75/641,833
Filing Date : 02/12/99
2. Owner : General Media Communications, Inc.
Mark : FORUMMAG.COM
Serial No. : 75/686,979
Filing Date : 04/20/99
3. Owner : General Media Communications, Inc.
Mark : MIND & MUSCLE POWER
Serial No. : 75/737,374
Filing Date : 06/25/99
4. Owner : General Media Communications, Inc.
Mark : MIND & MUSCLE POWER (Stylized)
Serial No. : 75/753,400
Filing Date : 07/19/99
5. Owner : General Media Communications, Inc.
Mark : PENTHOUSE
Serial No. : 75/769,716
Filing Date : 08/06/99
6. Owner : General Media Communications, Inc.
Mark : GENERAL MEDIA SPORTS WIRE
Serial No. : 75/822,357
Filing Date : 10/14/99

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. Gelvin

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. Gelvin

Title: Senior Vice President

of each Subsidiary Grantor

IBJ SCHRODER BANK & TRUST COMPANY, as Collateral Agent

By: 

Name: Tom Boyert

Title: Assistant Vice President

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

On December 21, 1993, before me ELLEN WARREN, a Notary Public,
personally appeared TOM BOBERT
_____, 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