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U.S. Department of Commerce  
and Trademark Office  
ADEMARK

07-24-2000

MAD  
6-13-00



RECORDATION FC  
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101412078

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

TRADEMARK  
REEL: 002107 FRAME: 0046

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Howard Shapiro

Name of Person Signing

Signature

June 13, 2000

Date Signed

**TRADEMARK ASSIGNMENT**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of February 15, 2000, between Rouze Media, Inc. ("Seller"), and Playboy.com, Inc. a Delaware corporation ("Buyer").

**WITNESSETH**

**WHEREAS**, Buyer and Seller have concurrently herewith consummated the purchase by Buyer of the trademark application described on Schedule A hereto (the "Trademark") pursuant to the terms and conditions of the Asset Purchase Agreement dated February 15, 2000 between Buyer and Seller and the Stockholders named therein (the "Asset Purchase Agreement"). Terms not otherwise defined herein shall have the meaning assigned thereto in the Asset Purchase Agreement;

**NOW, THEREFORE**, in consideration of the sale of the Trademark and in accordance with the terms of the Asset Purchase Agreement, Buyer and Seller agree as follows:

1. (a) Seller does hereby sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Trademark.

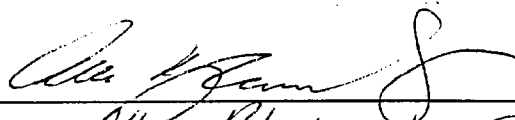
(b) Buyer does hereby accept all the right, title and interest of Seller in, to and under all of the Trademark.

2. This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to the conflicts of law rules of such state.

3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**ROUZE MEDIA, INC.**



Name: *Allen Blankenship, Jr.*  
Title: *Co-President*

**PLAYBOY.COM, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ROUZE MEDIA, INC.

\_\_\_\_\_  
Name:

Title:

PLAYBOY.COM, INC.

By: \_\_\_\_\_

Name:

Title:

*Apostolos D. Kallias*

*APOSTOLOS D. KALLIAS*

*EVP*

SCHEDULE A

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Rouze	75/770616	8/15/99

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