

10-16-2001

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attached original documents or copy thereof.

1. Name of conveying party(ies):

SPICE HOT ENTERTAINMENT, INC.  
680 N. LAKE SHORE DRIVE  
CHICAGO, IL 60611

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other SUPPLEMENT TO SECURITY AGR.
- Merger
- Change of Name

Execution Date: JUNE 29, 2001

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE FIRST BOSTON, AS COLLATERAL AGENT

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

Street Address: 11 MADISON AVENUE

City: NEW YORK State: NY ZIP: 10010

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED.

75/727.710

Additional numbers attached?  Yes  No

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

Name: PENELOPE J.A. AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 400 SEVENTH ST, NW SUITE 101

City: WASHINGTON, DC State: \_\_\_\_\_ ZIP: 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

10/17/2001 61011 0000019 75/27/10

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40.00 DP

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.

SCOTT ROBINSON

Name of Person Signing

Signature

OCTOBER 15, 2001

Date

Total number of pages including cover sheet, attachments, and document: 1

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

7. *Schedule of UCC Filings.* Attached hereto as Schedule 7 is a schedule setting forth, with respect to the filings described in Section 6 above, each filing and the filing office in which such filing is to be made.

N/A

8. *Schedule of Intellectual Property Filings.* Attached hereto as Schedule 8(A) is a schedule setting forth each filing to be made in the United States Patent and Trademark Office to satisfy the conditions and agreements set forth in the Credit Agreement and the Security Agreement. Attached hereto as Schedule 8(B) is a schedule setting forth each filing to be made in the United States Copyright Office.

THE HOT NETWORK, APPLICATION NO. 75/727,710

9. *Advances.* Attached hereto as Schedule 9 is a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Company or any Subsidiary.

N/A

2001, to the Security Agreement dated as of March 15, 1999 (the "Security Agreement"), among PLAYBOY ENTERPRISES, INC. (f/k/a New Playboy, Inc.), a Delaware corporation (the "Company"), PEI HOLDINGS, INC., a Delaware corporation and wholly owned subsidiary of the Company ("PHI"), each other subsidiary of the Company listed on Schedule I thereto (together with PHI, the "Subsidiary Grantors"; and, together with the Company, the "Grantors") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York Branch ("CSFB"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein).

A. Reference is made to (a) the Credit Agreement dated as of February 26, 1999, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, PHI, the Lenders (as defined in Article I thereof), and CSFB, as administrative agent (in such capacity, the "Administrative Agent"), as collateral agent (in such capacity, the "Collateral Agent") and as issuing bank (in such capacity, the "Issuing Bank") for the Lenders and (b) the Subsidiary Guarantee Agreement dated as of March 15, 1999 (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement"), among the Subsidiary Grantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Credit Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that Schedule I attached hereto sets forth all information as to such Grantor that would be required in order to make the Perfection Certificate true and complete if it were executed and delivered by such Grantor on and as of the date hereof.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

SPICE HOT ENTERTAINMENT, INC.

By: Robert D. Campbell  
Name: Robert D. Campbell  
Title: Treasurer and Assistant Secretary

Address: 680 N. Lake Shore Drive  
Chicago, IL 60611

CREDIT SUISSE FIRST BOSTON,  
as Collateral Agent,

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

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

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

SPICE HOT ENTERTAINMENT,  
INC.,

by


\_\_\_\_\_  
Name:  
Title:  
Address:

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by

  
\_\_\_\_\_  
Name: BILL O'DALY  
Title: VICE PRESIDENT

by

  
\_\_\_\_\_  
Name: CASSANDRA DROOGAN  
Title: ASSISTANT VICE PRESIDENT

Schedule I

1. *Names.* (a) The exact corporate name of the Grantor, as such name appears in its certificate of incorporation, is as follows:

SPICE HOT ENTERTAINMENT, INC.

(b) Set forth below is each other corporate name the Grantor has had in the past five years, or currently proposes to adopt after the date hereof together with the date of the relevant change:

N/A

(c) Except as set forth in the recitals to the Credit Agreement or in Schedule 1 hereto, the Grantor has not changed its identity or corporate structure in any way within the past five years and the Grantor currently does not propose to make any such change. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

N/A

(d) The following is a list of all other names (including trade names or similar appellations) used by the Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

N/A

(e) Set forth below is the Federal Taxpayer Identification Number of the Grantor:

95-4873886

2. *Current Locations.* (a) The chief executive office of the Grantor is located at C/O PLAYBOY ENTERTAINMENT GROUP, INC., 9242 BEVERLY BOULEVARD, BEVERLY HILLS, CALIFORNIA 90210

(b) Set forth below are all locations where the Grantor maintains any books or records relating to any Account Rights (with each location at which chattel paper, if any, is kept being indicated by an “\*”):

Mailing Address

County

State

See 2(a)

(c) Set forth below are all the places of business of the Grantor not identified in paragraph (a) or (b) above:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
See 2(a)		

(d) Set forth below opposite the name of the Grantor are all the locations where the Grantor maintains any Collateral not identified above:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
See 2(a)		

(e) Set forth below are the names and addresses of all persons other than the Grantor that have possession of any of the Collateral of the Grantor:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
Sherman Oaks Mini Storage 15500 Erwin Street Van Nuys, CA 91411		

3. *Unusual Transactions with respect to Account Rights and Inventory.* Except as set forth below, all Account Rights have been originated by the Grantor and all Inventory has been acquired by the Grantor in the ordinary course of business:

N/A

4. *UCC File Search Reports.* Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

N/A

5. *Intellectual Property File Search Reports.* Attached hereto as Schedule 5(A) are true copies of file search reports from the United States Patent and Trademark Office and the United States Copyright Office. Attached hereto as Schedule 5(B) is a true copy of each filing identified in such file search reports.

N/A

6. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 6 hereto (or such other form as shall be appropriate in any jurisdiction) have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where the Grantor has Collateral as identified in Section 2 hereof.

N/A



7. *Schedule of UCC Filings.* Attached hereto as Schedule 7 is a schedule setting forth, with respect to the filings described in Section 6 above, each filing and the filing office in which such filing is to be made.

N/A

8. *Schedule of Intellectual Property Filings.* Attached hereto as Schedule 8(A) is a schedule setting forth each filing to be made in the United States Patent and Trademark Office to satisfy the conditions and agreements set forth in the Credit Agreement and the Security Agreement. Attached hereto as Schedule 8(B) is a schedule setting forth each filing to be made in the United States Copyright Office.

THE HOT NETWORK, APPLICATION NO. 75/727,710

9. *Advances.* Attached hereto as Schedule 9 is a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Company or any Subsidiary.

N/A

SECURITY AGREEMENT (together with any instruments executed and delivered pursuant to Section 7.15, this "*Agreement*") dated as of March 15, 1999, among PLAYBOY ENTERPRISES, INC. (f/k/a New Playboy, Inc.), a Delaware corporation (the "*Company*"), PEI HOLDINGS, INC., a Delaware corporation and wholly owned subsidiary of the Company ("*PHI*"), each other subsidiary of the Company listed on Schedule I hereto or becoming a party hereto pursuant to Section 7.15 (the "*Subsidiary Grantors*"; and, together with the Company and PHI, the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York Branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of February 26, 1999, (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Company, PHI, the Lenders (as defined in Article I thereof) and CSFB, as administrative agent (in such capacity, the "*Administrative Agent*"), as collateral agent (in such capacity, the "*Collateral Agent*") and as issuing bank (in such capacity, the "*Issuing Bank*") for the Lenders and (b) the Subsidiary Guarantee Agreement dated as of March 15, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors (as defined therein) and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower (as defined in the Credit Agreement), and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, in each case pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Grantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make such Loans and of the Issuing Bank to issue such Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Obligations.

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Definition of Terms Used Herein.* (a) Unless the context otherwise requires, all capitalized terms used herein but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York as of the date hereof.

(b) As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

*“Accounts”* shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including payments due from Affiliates of the Grantors.

*“Account Rights”* shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

*“Collateral”* shall mean all (a) Account Rights, (b) Documents, (c) Inventory, (d) Contract Rights, (e) Equipment, (f) General Intangibles, (g) cash and cash accounts, (h) Intellectual Property, (i) Investment Property and (j) Proceeds; *provided* that the Collateral shall not include (i) except as set forth in Section 9-318 of the U.C.C., any agreement or License which can not be pledged or assigned according to its terms, (ii) Investment Property evidenced by a certificate pledged under the Pledge Agreement, (iii) except as set forth in Section 9-318 of the U.C.C., any agreement or License to the extent that the pledge or assignment of such property requires the consent of any third party unless such third party has consented thereto and (iv) property subject to a Lien permitted by Section 6.02(a), (c) and (k) of the Credit Agreement

*“Commodity Account”* shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for a Commodity Customer.

*“Commodity Contract”* shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

*“Commodity Customer”* shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

*“Commodity Intermediary”* shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

*“Contract Rights”* shall mean the rights of the Grantors to bill and receive payment under any and all contracts, agreements or purchase orders.

*“Copyright License”* shall mean any written agreement, now or hereafter in effect, granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

*“Copyrights”* shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all

registrations and applications for registrations of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any similar offices in any other country, including those listed on Schedule II.

*“Credit Agreement”* shall have the meaning assigned to such term in the preliminary statement of this Agreement.

*“Documents”* shall mean all instruments, certificates representing shares of capital stock or other securities, files, records, ledger sheets and documents covering or relating to any of the Collateral.

*“Entitlement Holder”* shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

*“Equipment”* shall mean all equipment, furniture and furnishings and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

*“Financial Asset”* shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

*“Fixtures”* shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

*“General Intangibles”* shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Account Rights) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, the capital stock, Equity Interests and Rights in uncertificated form set forth on Schedule VI, corporate or other business records, indemnification claims, contract rights (including (a) rights under leases, whether entered into as lessor or lessee, (b) rights under the Playboy International Agreements, (c) rights under Hedging Agreements, (d) intercompany payment obligations, (e) any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, and all rights of such Grantor under any such agreement, (f) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to

license, is in existence, and all rights of any Grantor under any such agreement (g) any written agreement, now or hereafter in effect, granting any right to any third party to use any Trademark now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, and all rights of such Grantor under any such agreement, and (h) other agreements, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Account Rights.

*"Intellectual Property"* shall mean all intellectual property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

*"Inventory"* shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

*"Investment Property"* shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

*"License"* shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those licenses or license agreements in existence on the date hereof and listed on Schedule III and those licenses or license agreements entered into after the date hereof, in either case which by their terms prohibit (or as to which applicable law prohibits) assignment or a grant of a security interest by such Grantor).

*"Obligations"* shall have the meaning assigned to such term in the Credit Agreement.

*"Patent License"* shall mean any written agreement, now or hereafter in effect, granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

*"Patents"* shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

***“Perfection Certificate”*** shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Company.

***“Proceeds”*** shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral and shall include (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor or licensed to any Grantor under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed to a Grantor under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed to a Grantor under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

***“Secured Parties”*** shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

***“Securities”*** shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code (other than as expressly excluded by Section 8-103(c), (e) and (f) of such Article).

***“Securities Account”*** shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

***“Security Entitlements”*** shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

***“Security Interest”*** shall have the meaning assigned to such term in Section 2.01.

“*Securities Intermediary*” shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“*Trademark License*” shall mean any written agreement, now or hereafter in effect, granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.02. *Rules of Interpretation.* The rules of interpretation specified in Sections 1.02 and 1.03 of the Credit Agreement shall be applicable to this Agreement.

## ARTICLE II

### *Security Interest*

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations and any extensions, renewals, modifications or refinancings of the Obligations, each Grantor hereby mortgages and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the “*Security Interest*”). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 2.03. *Licensing Arrangements.* Notwithstanding anything in the Loan Documents to the contrary, the Grantors shall each have the right, without the consent of the Collateral Agent or the Lenders, to enter into bona fide licensing arrangements permitted by

Section 6.05 of the Credit Agreement in the ordinary course of their businesses at arm's length with unaffiliated third parties for the use by such third parties of any Collateral consisting of Intellectual Property so long as (a) the Administrative Agent retains the right to collect any sums due the Grantor in accordance with the terms of such arrangements (subject to the right of setoff granted Playboy International under the Playboy International Agreements) and (b) the proceeds of such licensing arrangements are applied in accordance with the Credit Agreement. Copies of the documentation for such arrangements shall be promptly provided by the Grantor or the Company to the Administrative Agent). The Lenders agree that, whether or not the Collateral Agent has foreclosed or exercised any other rights to enforce its Lien on such Collateral, licensees under such licensing arrangements described in the foregoing sentence shall be afforded the use of such Collateral in accordance with the terms of such licensing arrangements for the duration set forth therein.

ARTICLE III

*Representations and Warranties*

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights or rights in any thereof) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or, upon any amendments to applicable law, the change of any Grantor's name, location, identity or corporate structure, with respect to the filing of financing statements or amendments to filed financing statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property (other than Copyrights, as to which this representation and warranty shall be limited



to Copyrights registered on the date hereof in the name of a Grantor which are noted on Schedule II) shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights<sup>1</sup> by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to the extent necessary to protect the validity of and to establish a legal, valid and perfected security interest (to the extent perfectible by filing in the United States Patent and Trademark Office or the United States Copyright Office) in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of United States Patents and Trademarks and Copyrights noted on Schedule III in which a security interest may be perfected by filing, recording or registration in such offices, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registrations or applications for registration thereof) acquired or registered after the date hereof) for that purpose.

**SECTION 3.03. *Validity of Security Interest.*** The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all United States Collateral (other than Copyrights, as to which this representation and warranty shall be limited to Copyrights registered on the date hereof in the name of a Grantor which are noted on Schedule II) in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

**SECTION 3.04. *Absence of Other Liens.*** The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement

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<sup>1</sup> Discuss actions to be taken to perfect on film, video and photo libraries. Describe Copyrights as to which no Federal filings will be made.

or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

## ARTICLE IV

### *Covenants*

**SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.*** (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

**SECTION 4.02. *Periodic Certification.*** (a) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.03 of the Credit Agreement, the Company shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Company (i) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02(a) and (ii) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (i) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period) and (b) each year (i) at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.03 of the Credit Agreement and (ii) within 60 days after the end of the second fiscal quarter, the Company shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Company

(x) identifying in the format of Schedule II, III, IV or V, as applicable, all Copyrights, Licenses, Patents and Trademarks of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent and (y) certifying, as to any such United States Copyrights, Licenses, Patents or Trademarks that have been registered, or for which applications for registration are pending, in the United States Patent and Trademark Office or the United States Copyright Office, that all appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, have been filed in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest (to the extent perfectible by filing in the United States Patent and Trademark Office or the United States Copyright Office) in favor of the Collateral Agent (for the benefit of the Secured Parties) in each United States Copyright, License, Patent and Trademark identified pursuant to clause (x) above and that no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary for that purpose.

**SECTION 4.03. *Protection of Security.*** Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

**SECTION 4.04. *Further Assurances.*** Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable to any Grantor under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument in an amount in excess of \$100,000, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent to supplement this Agreement by adding additional schedules hereto to specifically identify any asset or item that may constitute Collateral; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct in all material respects with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

**SECTION 4.05. *Inspection and Verification.*** The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located,

to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.06 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification during normal business hours upon reasonable advance notice. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

**SECTION 4.06. *Taxes; Encumbrances.*** At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

**SECTION 4.07. *Assignment of Security Interest.*** If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

**SECTION 4.08. *Continuing Obligations of the Grantors.*** Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

**SECTION 4.09. *Use and Disposition of Collateral.*** None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory in

excess of \$500,000 to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and the Company shall have used reasonable best efforts to cause such warehouseman, bailee, agent or processor to agree in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

**SECTION 4.10. *Limitation on Modification of Accounts.*** None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Account Rights, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

**SECTION 4.11. *Insurance.*** The Grantors, at their own expense, shall keep or cause to be kept the Inventory and Equipment adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks, including fire and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it; and maintain such other insurance as may be required by law.

(b) The Grantors shall: (i) cause all such policies to be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable endorsement, in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, which endorsement shall provide that, from and after the Closing Date, if the insurance carrier shall have received written notice from the Administrative Agent or the Collateral Agent of the occurrence of an Event of Default, the insurance carrier shall pay all proceeds otherwise payable to the Company or any Loan Party under such policies directly to the Collateral Agent; (ii) deliver original or certified copies of all such policies or certificates of insurance for the same to the Collateral Agent; (iii) cause each such policy to provide that it shall not be canceled, modified or not renewed except (x) by reason of nonpayment of premium upon not less than 10 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent (giving the Administrative Agent and the Collateral Agent the right to cure defaults in the payment of premiums) or (y) for any other reason upon not less than 30 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent; and (iv) deliver to the Administrative Agent and the Collateral Agent, prior to the cancelation, material modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent and the Collateral Agent) together with evidence satisfactory to the Administrative Agent and the Collateral Agent of payment of the premium therefor.

(c) The Grantors shall notify the Administrative Agent and the Collateral Agent immediately whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 4.11 is taken out by the

Company; and promptly deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies or certificates of insurance of the same.

(d) In connection with the covenants set forth in this Section 4.11, it is understood and agreed that:

(i) none of the Administrative Agent, the Lenders, the Issuing Bank, or their respective agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 4.11, it being understood that (A) the Company and the other Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Bank or their agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Company hereby agrees, to the extent permitted by law, to waive its right of recovery, if any, against the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Bank and their agents and employees; and

(ii) the designation of any form, type or amount of insurance coverage by the Administrative Agent, the Collateral Agent or the Required Lenders under this Section 4.11 shall in no event be deemed a representation, warranty or advice by the Administrative Agent, the Collateral Agent or the Lenders that such insurance is adequate for the purposes of the business of the Company and the Subsidiaries or the protection of their properties and the Administrative Agent, the Collateral Agent and the Required Lenders shall have the right from time to time to require the Company and the other Loan Parties to keep other insurance in such form and amount as the Administrative Agent, the Collateral Agent or the Required Lenders may reasonably request, provided that such insurance shall be obtainable on commercially reasonable terms.

(e) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* Each Grantor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, its books, records and documents evidencing or pertaining to Account Rights with an appropriate reference to the fact that such Account

Rights have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

**SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.***

(a) Each Grantor agrees that it will not, nor will it permit any of its licensees (unless (i) it has a purpose in the ordinary course of business to do otherwise or (ii) to do otherwise could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect) to, do any act, or omit to do any act, which would cause any Patents that are, individually or in the aggregate, material to the conduct of such Grantor's business to become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for all Trademarks that are, individually or in the aggregate, material to the conduct of such Grantor's business, (unless (x) it has a purpose in the ordinary course of business to do otherwise or (y) to do otherwise could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect) (i) maintain such Trademarks in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademarks, (iii) display such Trademarks with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademarks in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for all works covered by Copyrights that are, individually or in the aggregate, material to the conduct of such Grantor's business (unless (i) it has a purpose in the ordinary course of business to do otherwise or (ii) to do otherwise could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect), continue to publish, reproduce, display, adopt and distribute the works with appropriate copyright notices as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or should be reasonably expected to know that any Patents, Trademarks or Copyrights that are, individually or in the aggregate, material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country other than non-final determinations of such offices or courts) regarding such Grantor's ownership of any such material Patents, Trademarks or Copyrights, its right to register the same, or to keep and maintain the same.

(e) In the event any Grantor, either itself or through any agent, employee, licensee or designee, files an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States, it shall within fifteen business days of such Grantor's receipt of an application number (with respect to Patent and Trademark applications) or registration numbers (with respect to Copyright applications) execute, deliver and file in such office or agency any and all agreements, instruments, documents and papers as shall be required or as the Collateral Agent may reasonably request to evidence the Collateral Agent's security

interest in such Patent, Trademark or Copyright, and shall provide evidence of all such filings to the Collateral Agent at the time of providing the Collateral Agent with the next Certificate pursuant to Section 4.02(b) hereof. Each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file all instruments and documents that it shall deem necessary or advisable for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps it deems appropriate under the circumstances that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof (unless (i) it has a purpose in the ordinary course of business to do otherwise or (ii) to do otherwise could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect), to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to use its reasonable best efforts to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of Patents, Trademarks or Copyrights that are, individually or in the aggregate, material to the conduct of any Grantor's business have been or are about to be infringed, misappropriated or, in the case of any material Trademark, diluted by a third party, such Grantor (unless (i) it has a purpose in the ordinary course of business to do otherwise or (ii) to do otherwise could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect) promptly shall notify the Collateral Agent and shall, if consistent with the Grantor's good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral. Such Grantor may discontinue or settle any such suit or other action if the Grantor deems such discontinuance or settlement to be appropriate in its reasonable business judgment.

(h) Upon and during the continuance of an Event of Default, each Grantor shall, at the request of the Collateral Agent, use its reasonable best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

## ARTICLE V

### *Power of Attorney*

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or



otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Account Rights to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

## ARTICLE VI

### *Remedies*

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained) and (b) with or without legal

process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise any Pledgor's right to bill and receive payment for completed work, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing any Collateral which constitutes a "security" under applicable securities law for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any

Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

**SECTION 6.02. *Application of Proceeds.*** The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

**SECTION 6.03. *Grant of License to Use Intellectual Property.*** For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the

option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Company.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter this Agreement shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

**SECTION 7.05. *Successors and Assigns.*** Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

**SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.*** (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any audits conducted by it or on its behalf with respect to the Account Rights or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence or willful misconduct of any Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.07 of the Credit Agreement.

**SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 7.08. *Waivers; Amendment.*** (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of

this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply and by the Collateral Agent with any consent required under the Credit Agreement.

SECTION 7.09. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or

for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 7.14. *Termination.*** This Agreement and the Security Interest shall terminate when (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on all Loans, (ii) each payment required to be made under the Credit Agreement in respect of any Letter of Credit, and (iii) all other obligations then due and owing, have in each case been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements, terminations and reassignments for mortgages and assignments of copyrights, patents and trademarks, and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. The Collateral Agent is hereby expressly authorized to, and upon request of the Company shall, release the Security Interest in any Collateral in the event that such Collateral, or all the capital stock of the Grantor owning such Collateral, shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in a transaction permitted by Section 6.05 of the Credit Agreement, and to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, in each case as contemplated by and in accordance with the provisions of the Credit Agreement and the other Loan Documents.

**SECTION 7.15. *Additional Grantors.*** Pursuant to Section 5.09 of the Credit Agreement, each Subsidiary (other than any Foreign Subsidiary) that was not in existence on the date of the Credit Agreement is required to enter into the Security Agreement as a Grantor upon becoming such a Subsidiary. Upon execution and delivery by the Collateral Agent and such a Subsidiary of a Supplement in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as

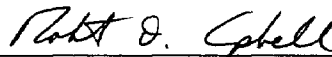
a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.



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

PLAYBOY ENTERPRISES, INC. (f/k/a New Playboy, Inc.),

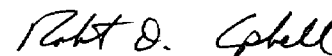
by



Name: Robert Campbell  
Title: Treasurer

PEI HOLDINGS, INC.,

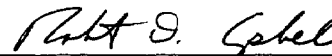
by



Name: Robert Campbell  
Title: Treasurer

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,


by



Name: Robert Campbell  
Title: Treasurer

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by



Name:  
Title:

by



Name: CHRIST HORGAN  
Title: VICE PRESIDENT

SCHEDULE I  
TO SECURITY AGREEMENT

Subsidiary Guarantor

Address

AdulTVision Communications, Inc.	c/o Playboy Enterprises, Inc.
After Dark Video, Inc.	680 North Lake Shore Drive
Alta Loma Entertainment, Inc.	Chicago, IL 60611
Alta Loma Distribution, Inc.	Fax: (312) 751 8000
Cameo Films, Inc.	Attn: General Counsel
Critics' Choice Video, Inc.	Attn: Chief Financial Officer
Impulse Productions, Inc.	with a copy to:
Lake Shore Press, Inc.	Paul, Weiss, Rifkind,
Lifestyle Brands, Ltd.	Wharton & Garrison
Mystique Films, Inc.	1285 Avenue of the Americas
Playboy Club of Hollywood, Inc.	New York, NY 10019
Playboy Club of New York, Inc.	Fax: (212) 757-3990
Playboy Clubs International, Inc.	Attn: James M. Dubin
Playboy Enterprises, Inc. to be renamed Playboy Enterprises International, Inc.	
Playboy Entertainment Group, Inc.	
Playboy Gaming International, Ltd.	
Playboy Gaming Nevada, Inc.	
Playboy Models, Inc.	
Playboy of Lyons, Inc.	
Playboy of Sussex, Inc.	
Playboy Preferred, Inc.	
Playboy Properties, Inc.	
Playboy Shows, Inc.	
Precious Films, Inc.	
Special Editions, Ltd.	
Steelton, Inc.	

Telecom International, Inc.

Women Productions, Inc.

CPV Productions, Inc.

Cyberspice, Inc.

MH Pictures, Inc.

Spice Entertainment Companies, Inc.

Spice Direct, Inc.

Spice International, Inc.

Spice Networks, Inc.

Spice Productions, Inc.

SCHEDULE II TO THE SECURITY AGREEMENT

1.

Doc#:DS5:228480.2

TRADEMARK  
REEL: 002382 FRAME: 0817

# LEGEND FOR COPYRIGHT SCHEDULE TO THE SECURITY AGREEMENT

ADVI - After Dark Videos, Inc. CRITERIA "A" - movie made for television & home video  
ALPI - Alta Loma Distribution, Inc. f/k/a Alta Loma Productions, Inc. CRITERIA "B" - television movie and home video  
CAMEO - Cameo Films, Inc. CRITERIA "C" - movie made for television, home video and other media  
IMPULSE - Impulse Productions, Inc. CRITERIA "D" - home video motion picture  
MAGIC HOUR - MH Pictures, Inc. f/k/a Magic Hour Pictures, Inc. CRITERIA "E" - motion picture  
MYSTIQUE - Mystique Films, Inc. CRITERIA "F" - live pay-cable television broadcast  
PEGI - Playboy Entertainment Group, Inc.  
PPI - Copyright registered to Playboy Programs, Inc.. Such entity has been assigned to PEGI. Appropriate documentation has been submitted to the copyright office.  
PRECIOUS - Precious Films, Inc.  
PVEGI - Copyright registered to Playboy Video Entertainment Group, Inc.. Such entity has dissolved. Copyright has been assigned to PEGI. Appropriate documentation has been submitted to the copyright office.  
PVEI - Copyright registered to Playboy Video Enterprises, Inc.. Such entity has dissolved. Copyright has been assigned to PEGI. Appropriate documentation has been submitted to the copyright office.  
PMPC - Copyright registered to Playboy Music Publishing Company. Such entity has dissolved. Copyright has been assigned to PEGI. Appropriate documentation has been submitted to the copyright office.  
MPCA - Motion Picture Corporation of America  
WOMEN - Women Productions, Inc.

2.

Home Video

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
ADVI	PA 597 027	Carnival In Rio	Uni (ADVI)	01/12/83 est	7/2/92
ADVI	PA 582 419	Girls Of The Cabaret Royale, The	Uni (ADVI)	6/4/92	7/2/92
ADVI	PA 626-502	Matter Of Cunning, A	Uni (ADVI)	9/16/92	6/22/93

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
ALPI	VA 559 323	Hugh Heifner - Once Upon A Time (box art only)	Uni (ALPI)	4/7/93	4/20/93
ALPI	PA 721-954	Minimum Maintenance Fitness For Men aka O.J. Simpson/Minimum Maintenance Fitness For Men	Uni (ALPI)	10/19/94	10/21/94

Feature Length Films

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
ALPI	PA 798-815	Women: Stories Of Passion - episode #1 - Back To The Garden	D	6/27/96		6/28/96
ALPI	PA 798-798	Women: Stories Of Passion - episode #2 - Sing, Sing Me The Blues	D	6/18/96		6/21/96
ALPI	PA 798-799	Women: Stories of Passion - episode #3 - Warm Hands, Cold Heart	D	6/10/96		6/21/96
ALPI	PA 798-909	Women: Stories Of Passion - episode #4 - La Limpia (The Cleansing)	D	6/10/96		6/21/96
ALPI	PA 798-914	Women: Stories Of Passion - episode #5 - For The Sake Of Science	D	6/10/96		6/21/96
ALPI	PA 798-805	Women: Stories Of Passion - episode #6 - Wishful Thinking	D	6/26/96		6/27/96
ALPI	PA 799-535	Women: Stories Of Passion - episode #7 - Kat Tails	D	6/26/96		6/27/96
ALPI	PA 798-921	Women: Stories Of Passion - episode #8 - Table Service	D	6/14/96		6/21/96
ALPI	PA 799-553	Women: Stories Of Passion - episode #9 - City Of Men	D	6/18/96		6/24/96
ALPI	PA 799-546	Women: Stories Of Passion - episode #10 - Gun Shy	D	6/11/96		6/24/96
ALPI	PA 799-547	Women: Stories Of Passion - episode #11 - Blind Love	D	6/12/96		6/24/96
ALPI	PA 798-806	Women: Stories Of Passion - episode #12 - As Always, Madelaine	D	6/27/96		6/28/96
ALPI	PA 799-677	Women: Stories Of Passion - episode #13 - Astral Eros	D	6/14/96		6/24/96
ALPI	PA 799-548	Women: Stories Of Passion - episode #14 - The Boxer	D	6/18/96		6/24/96

TRADEMARK



Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
ALPI	PA 798-801	Women: Stories Of Passion - episode #15 - Mind's Eye	D	6/26/96		6/27/96
ALPI	PA 798-802	Women: Stories Of Passion - episode #16 - Motel Magic	D	6/27/96		6/28/96
ALPI	PA 798-800	Women: Stories Of Passion - episode #17 - The Diamond Merchant	D	6/26/96		6/27/96
ALPI	PA 798-803	Women: Stories Of Passion - episode #18 - The Bitter And The Sweet	D	6/26/96		6/27/96
ALPI	PA 798-820	Women: Stories Of Passion - episode #19 - Grip Till It Hurts	D	6/27/96		6/28/96
ALPI	PA 798-819	Women: Stories Of Passion - episode #20 - Chinese Take-Out	D	6/27/96		6/28/96
ALPI	PA 799-533	Women: Stories Of Passion - episode #21 - The Little Vampire	D	6/26/96		6/27/96
ALPI	PA 798-812	Women: Stories Of Passion - episode #22 - Woman On A Train	D	6/27/96		6/28/96
ALPI	PA 799-534	Women: Stories Of Passion - episode #23 - Room 1503	D	6/26/96		6/27/96
ALPI	PA 798-813	Women: Stories Of Passion - episode #24 - Reading For Pleasure	D	6/27/96		6/28/96
ALPI	PA 798-814	Women: Stories Of Passion - episode #25 - Father And Son	D	6/27/96		6/28/96
ALPI	PA 798-807	Women: Stories Of Passion - episode #26 - Hat Trick	D	6/27/96		6/28/96
ALPI	PA 844-016	Women: Stories Of Passion - episode #27 - The Lucky Bar	D	6/18/97		6/26/97
ALPI	PA 844-018	Women: Stories Of Passion - episode #28 - Miami Beach Tango	D	5/19/97		6/26/97
ALPI	PA 844-011	Women: Stories Of Passion - episode #29 - The Gigolo	D	5/29/97		6/26/97
ALPI	PA 844-041	Women: Stories Of Passion - episode #30 - Voodoo	D	6/4/97		6/26/97

TRADEMARK

REEL: 002382 FRAME: 0822

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
ALPI	PA 844-045	Women: Stories Of Passion - episode #31 - The Photographer	D	6/18/97		6/26/97
ALPI	PA 844-046	Women: Stories Of Passion - episode #32 - Lover From Another Planet	D	6/18/97		6/26/97
ALPI	PA 844-023	Women: Stories Of Passion - episode #33 - The Tender Thief	D	6/23/97		7/1/97
ALPI	PA 839-679	Women: Stories Of Passion - episode #34 - Trio	D	7/30/97		8/11/97
ALPI	PA 839-672	Women: Stories Of Passion - episode #35 - The Feather	D	8/7/97		8/11/97
ALPI	PA 839-687	Women: Stories Of Passion - episode #36 - Luck Is A Lady	D	7/30/97		8/11/97
ALPI	PA 839-686	Women: Stories Of Passion - episode #37 - Sophie Shpooricky's Night Of Love	D	7/30/97		8/11/97
ALPI	PA 839-685	Women: Stories Of Passion - episode #38 - Angel From The Sky	D	7/30/97		8/11/97
ALPI	PA 839-701	Women: Stories Of Passion - episode #39 - Paradise Found	D	8/7/97		8/11/97

Older Feature Length Films

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
ALPI	PA 613 593	Hugh Hefner - Once Upon A Time				10/14/92

Free TV

Copyright Claimant	Copyright Registration Number	Title As Registered	Copyright Registration Date
Republic Pictures Corporation	PA 575 400*	Posing aka I Posed For Playboy	7/13/92
ALPI & Republic Pictures Corporation	PA 689 -036		03/19/93 (Form CA)

\*this production was a joint venture between Alta Loma Productions & Republic Pictures Corporation but certificate received indicates copyright claimant as Republic Pictures Corporation only -- Republic has been requested to send a corrected certificate to the Copyright Office -- amended form sent to Copyright Office by Republic 1/14/93. Copy of amended Form CA # PA 689-036 received 6/9/94 from Republic.

Miscellaneous Assignments

Copyright Claimant	Copyright Registration Number	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
ALPI	see comments	Beneficiary, The	2/9/96	2/9/96	Magic Hour	Recordation of Memorandum Of Exclusive Rights from Magic Hour Pictures, Inc. to Alta Loma registered in Volume 3203, page 57
ALPI	see comments	Beneficiary, The	2/9/96	2/9/96	Magic Hour	Recordation of Collateral Assignment Of Copyright from Magic Hour Pictures, Inc. to Alta Loma registered in Volume 3203, page 58 (note that "Security Interest" was checked off on app)
ALPI		Beneficiary, The			Magic Hour	Assignment from Magic Hour Pictures, Inc. to Alta Loma dated 1/9/96
ALPI		Women	6/20/96	6/20/96	Women	Assignment Of All Rights from Women Productions, Inc. to Alta Loma Productions, Inc. dated 6/18/96 registered in Volume 3260, pages 509-510 on 6/20/96
ALPI	see comments	Women: Stories of Passion	9/4/97	9/4/97	Women	Assignment Of All Rights from Women

TRADEMARK

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
Cameo	PA 722-818	Affair, The (unrated)	A	4/1/95		6/21/95
Cameo	PA 758-581	Affair, The (R-rated)	A	4/1/95		8/11/95
Cameo	PA 657-830	I Like To Play Games (unrated)	A	12/02/94*		5/2/95
Cameo	PA 762-217	I Like To Play Games (R-rated)	A	12/2/94		8/11/95
Cameo	PA 657-836	Killing For Love (unrated)	A	02/04/95*		5/2/95
Cameo	PA 762-216	Killing For Love (R-rated)	A	2/4/95		8/11/95
Cameo	PA 834-531	Night Calls: The Movie (unrated)	A			3/26/97
Cameo	PA 657-835	Playtime (unrated)	A	11/05/94*		5/2/95
Cameo	PA 712-891	Romancing Sara	A	1/7/95		1/13/95
Cameo	PA 787-369	Watch Me (unrated version)	D	5/6/95		6/1/95



**Screenplays**

<b>Copyright Claimant</b>	<b>Copyright Registration Date</b>	<b>Title As Registered</b>	<b>Copyright Requested Date</b>	<b>Copyright Registration Date</b>	<b>Copyright Author</b>	<b>Comments</b>
Impulse	Pau 2-257-639	Warm Texas Rain		11/19/97	Impulse	



Copyright Claimant	Copyright Registration Number	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
Impulse	see comments	Warm Texas Rain		11/19/97	Boorstin Ink	Assignment Of All Rights from Boorstin Ink, Inc. and Paul and Sharon Boorstin dated September 4, 1997 registered in Volume 3407, page 276, November 19, 1997
Impulse		Warm Texas Rain		11/19/97	Boorstin Ink	Certificate of Authorship dated September 23, 1997 registered in Volume 3407, page 277, November 19, 1997

Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
Magic Hour	PAu 2-076-810	Beneficiary, The	1/19/96	1/19/96	Nemirovsky	everything handled by Magic Hour although they sent us their original Certificate -- still awaiting copy of amended application indicating that Magic Hour is the author of a work made for hire (as of 7/22/96)

Application Pending Screenplays

Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
Magic Hour		Mutual Needs	Dec-96			Magic Hour filed via Dennis Angel

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
Mystique	PAu 2-054-865	Access Denied p/k/a Framed (unrated)	D	unpublished		2/27/96
Mystique	PA 833-610	Allyson Is Watching aka The Power Of Observation (unrated)	D	11/18/96		12/18/96
Mystique	PA 844-013	Between The Lies (unrated) fka Trust Me	D	5/2/97		6/5/97
Mystique	PA 833-609	Borrowed Life, Stolen Love aka Beautiful Dreamer (unrated)	D	12/2/96		12/18/96
Mystique	PA 798-824	Club V.R. (unrated)	D	6/3/96		6/14/96
Mystique	PA-897-709	Club Wide Side (unrated) fka Hollywood Summer *Note: 11/13/98 -- sent Form CA to correct error. Should be "Club Wild Side". Application actually reads "Club Wide Side"	"D"	7/11/98		8/12/98
Mystique	PA 913-961	Club Wild Side				11/16/98
Mystique	PA 840-793	Damien's Seed fka Blue Wave fka Lucifer's Daughters (unrated)	D	12/18/96		1/23/97
Mystique	PA 886-227	Dangerous Invitation	"D"	3/14/98		3/17/98
Mystique	PA 798-838	Deadly Charades (unrated)	D	6/3/96		6/17/96
Mystique	PA 844-010	Drawn To The Flame (unrated) fka Going Home	D	5/2/97		6/5/97
Mystique	PA 799-545	Encounters (unrated)	D	5/31/96		6/13/96
Mystique	PAU 2-074-048	Gentleman's Bet (unrated) note: the original registration certificate returned to Copyright Office 7/15/96 for correction of the number from a PAU to a PA	D	10/7/95		10/18/95
Mystique	PA 799-659	Gentleman's Bet (R-rated)	D	4/4/96		05/09/96 **

TRADEMARK

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
Mystique	PA 840-818	Guarded Secrets fka Sea Changes (unrated)	D	4/15/97		4/16/97
Mystique	PA 763-590	Hard Time (unrated)	D	2/17/96		2/27/96
Mystique	PA 792-650	Hungry For You pka Phantom Seductress (unrated)	D	6/1/96		6/7/96
Mystique	PA 911-022	I'm Watching You (unrated) aka Shades	"D"	6/13/98		8/3/98
Mystique	PA 792-648	Jane Street (unrated)	D	5/18/96		6/7/96
Mystique	PA 910-896	Losing Control fka 411	"D"	5/9/98		5/19/98
Mystique	PA 886-222	Night That Never Happened, The (unrated)	D	10/23/97		12/2/97
Mystique	PA 871-466	Secrets Of A Chambermaid (unrated)	D	11/11/97		12/2/97
Mystique	PA 876-987	Sexperiment, The (unrated)	"D"	2/14/98		2/19/98
Mystique	PA 886-223	Sheer Passion fka Seethrough (unrated)	"D"	4/11/98		5/4/98
Mystique	PA 799-555	Solitaire (unrated)	D	6/19/96		6/20/96
Mystique	PA 844-003	Striking Resemblance (unrated) fka Lying Eyes	D	6/10/97		6/13/97
Mystique	PA 798-826	Timeless Obsession (unrated) pka Loving Sara	D	6/3/96		6/25/96
Mystique	PA 844-040	Too Good To Be True (unrated) fka Dream Lover	D	6/10/97		6/13/97
Mystique	PA 763-564	Walnut Creek (unrated)	D	12/16/96		2/27/96
Mystique	PA 844-012	When Passions Collide (unrated) fka Getting Away	D	4/14/97		6/5/97

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REEL: 002382 FRAME: 0834

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
Mystique	PA 798-823	Who Killed Buddy Blue? (unrated)	D	11/4/95		5/9/96
Mystique	PA 798-822	Who Killed Buddy Blue? (R-rated)	D	4/4/96		5/9/96

Copyright Claimant   Registration Number   Title as Copyrighted   Criteria   Release Date   Copyright Requested Date   Copyright Registration Date

Mystique                      Life of A Gigolo (Unrated) fka Love For Sale                      "D"                      1/9/99                      2/1/99

Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Requested Date	Registration Date	Copyright Author	Comments
Mystique	PAu 2-111-987	Beautiful Dreamer		8/15/96	Mystique	
Mystique	PAu 2-113-730	Blue Wave p/k/a Lucifer's Daughters		9/9/96	Mystique	
Mystique	PAu 2-041-054	Charades		1/26/96	Mystique	
Mystique	PAu 2-028-453	Club VR		12/26/95	Mystique	
Mystique	PA 913-962	Club Wild Side II	(corrected)	11/16/98	Mystique	
Mystique	Pau 2-214-666	Dangerous Invitation		8/25/97	Mystique	
Mystique	Pau 2-267-389	Dark Love		1/23/98	Mystique	
Mystique	Pau 2-247-436	Desert Heat		12/22/97	Mystique	
Mystique	Pau 2-200-086	Discretion fka Felicity's Will		6/24/97	Mystique	
Mystique	PAu 2-154-828	Dream Lover		11/18/96	Mystique	
Mystique	PAu 2-066-008	Encounters		2/21/96	Mystique	
Mystique	Pau 2-245-989	411, The		10/16/97	Mystique	
Mystique	PAu 2-016-589	Framed		10/16/95	Mystique	
Mystique	PAu 1-997-906	Gentleman's Bet		7/17/95	Cameo	
Mystique	PAu 2-182-940	Getting Away		1/2/97	Mystique	
Mystique	PAu 2-086-310	Going Home aka Drawn To The Flame		2/11/97	Mystique	

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REEL: 002382 FRAME: 0837



Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
Mystique	PAu 2-016-571	Hard Time		9/20/95	Mystique	
Mystique	Pau 2-245-990	Hollywood Summer		10/16/97	Mystique	
Mystique		I Like to Play Games, Too	10/27/98		Mystique	
Mystique	PAu 2-039-961	Jane Street		11/21/95	Mystique	
Mystique	Pau 2-323-880	Loveblind		8/25/98	Mystique	
Mystique	Pau 2-277-598	Love For Sale		4/23/98	Mystique	
Mystique	PAu 2-073-994	Loving Sara		3/19/96	Mystique	this became the film entitled "For Love Of Sara"
Mystique	Pau 2-134-537	Lying Eyes		11/12/96	Mystique	Mystique
Mystique	PAu 2-202-634	Night That Never Happened, The		6/24/97	Mystique	
Mystique	PAu 2-288-146	Passion's Key		4/14/98	Mystique	
Mystique	PAu 2-202-922	Passions Revealed fka The Sexpirement		7/18/97	Mystique	
Mystique	PAu 2-010-135	Phantom Seductress		2/1/96	Mystique	
Mystique	Pau 2-113-875	Power Of Observation, The		7/29/96	Mystique	
Mystique	PAu 2-137-738	Sea Changes		10/25/96	Mystique	
Mystique	PAu 2-227-606	Seethrough		9/9/97	Mystique	

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REEL: 002382 FRAME: 0838

Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
Mystique	Pau 2-245-106	Shades	10/16/97	10/16/97	Mystique	
Mystique	PAu 2-021-520	Solitaire	2/28/96	2/28/96	Mystique	
Mystique	PAu 2-165-105	Trust Me	1/27/97	1/27/97	Mystique	
Mystique	PAu 2-004-899	Walnut Creek	8/28/95	8/28/95	Mystique	
Mystique	Pau 1-969-102	Who Killed Bobby Blue?	8/2/95	8/2/95	Mystique	



Copyright Claimant      Copyright Registration Date      Title As Registered      Copyright Requested Date      Copyright Registration Date      Copyright Author      Comments

Mystique      Pau 2-307-044      Club Wide Side II \*      7/14/98      7/15/98      Mystique      \*

\*On 11/12/98, sent Form CA, For Supplementary Registration for error. Title should be "Club Wild Side II". It was originally requested as "Club Wide Side II".

Mystique      Word of Mouth      12/2/98      Mystique

**CD-ROM**

<b>Copyright Claimant</b>	<b>Registration Number</b>	<b>Title as Copyrighted</b>	<b>Release Date</b>	<b>Copyright Date</b>
PEGI	PA 910-345	Pamela Anderson Playmate Portfolio	05/31/96	06/30/98
PEGI	PA 910-377	Jenny McCarthy Playmate Portfolio	05/29/97	06/30/98
PEGI	PA 910-348	Playboy's Babes of Baywatch	06/23/98	06/30/98

Live Pay-Cable Television Broadcast

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI	PAu 2-091-612	Real Men Don't Watch Pre-Game	F	unpubl. <sup>1</sup>		7/25/96

<sup>1</sup>The Copyright Office does not consider this as a "published" work even though it aired SuperBowl Sunday, 1/28/96, because being published means that physical copies of the program have been distributed.

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 886-339	Playboy's Babes of Baywatch	Uni	5/5/98	5/19/98
PEGI	PA 763-636	Best Of Anna Nicole Smith, The aka Playboy The Best Of Anna Nicole Smith	Uni	11/21/95	11/28/95
PEGI	PA 811-120	Best Of Jenny McCarthy, The aka Playboy The Best Of Jenny McCarthy	Uni	6/4/96	9/9/96
PEGI	PA 757-355	Best Of Pamela Anderson, The aka Playboy The Best Of Pamela Anderson - Special Babewatch Celebrity	Uni	6/27/95	7/17/95
PEGI	PA 844 025	Best Of Playboy's Strip Search	Uni	5/6/97	6/9/97
PEGI	PA 603 524	Best Of Sexy Lingerie, The	Uni	11/4/92	1/7/93
PEGI	PA 603 517	Best Of Video Playmate Calendars, The	Uni	11/4/92	1/7/93
PEGI	PA 603 518	Best Of Wet & Wild, The	Uni	11/4/92	1/7/93
PEGI	PA 860-971	Playboy's Biker Babes: Hot Wheels & High Heels	Uni	7/15/97	7/17/97
PEGI	VA 678-748	BIX "Ain't None Of Them Play Like Him Yet"	Uni	9/21/94	10/11/94
PEGI	PA 892-318	Playboy's Blondes Brunettes Redheads	Uni	6/2/98	6/4/98
PEGI	PA 816-593	Playboy's Cheerleaders	Uni	9/17/96	9/19/96
PEGI	PA 683-460	Playboy College Girls	Uni	2/23/94	2/24/94
PEGI	PA 876-534	Playboy's Complete Massage	Uni	1/20/98	1/22/98
PEGI	PA 657-749	Playboy Celebrity Centerfold - Patti Davis	Uni	2/8/95	2/16/95

TRADEMARK

REEL: 002382 FRAME: 0844

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 618 489	Eden	Uni	4/7/93	4/28/93
PEGI	PA 626 533	Eden 2	Uni	6/23/93	6/24/93
PEGI	PA 663-824	Eden 3	Uni	9/15/93	10/6/93
PEGI	PA 683-452	Eden 4	Uni	12/1/93	12/6/93
PEGI	PA 706-627	Eden 5	Uni	4/20/94	4/22/94
PEGI	PA 706-624	Eden 6	Uni	4/20/94	4/22/94
PEGI	PA 603 503	Playboy's Erotic Fantasies II	Uni	1/13/93	1/19/93
PEGI	PA 618 496	Playboy's Erotic Fantasies III	Uni	5/5/93	5/13/93
PEGI	PA 657-806	Playboy's Erotic Fantasies: Forbidden Liaisons aka Playboy's Erotic Fantasies IV	Uni	3/31/95	4/3/95
PEGI	PA 860-965	Erotic Showcase	Filmes Lusom.	9/1/93	8/29/97
PEGI	PA 860-967	Erotic Showcase II	Filmes Lusom.	9/1/93	8/29/97
PEGI	PA 860-968	Erotic Showcase III	Abril	1/1/95	8/29/97
PEGI	PA 816-200	Playboy's Erotic Underground	Uni	11/18/97	12/3/97
PEGI	PA 591 265	Playboy's Erotic Weekend Getaways	S.I./Uni	7/1/92	9/28/92
PEGI	PA 657-769	Playboy Fabulous Forties - The Girl Next Door -- All Grown Up	Uni	2/8/95	2/16/96



Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 843-988	Playboy's Fast Women	Uni	3/18/97	3/21/97
PEGI	PA 712-797	For Couples Only: Making Love Series/Arousal, Foreplay & Orgasm aka Arousal, Foreplay & Orgasm	S.I./Uni	10/10/94	11/8/94
PEGI	PA 720-196	For Couples Only: Making Love Series Vol. II/Tantric Lovemaking aka Tantric Lovemaking/A couples' guide to prolonged pleasure and full body orgasm	S.I./Uni	4/5/95	4/24/95
PEGI	PA 910-916	Playboy's Freshman Class	Uni	9/15/98	9/17/98
PEGI	PA 910-901	Playboy's Gen-X Girls	Uni	8/18/98	8/19/98
PEGI	PA 860-970	Playboy's Girls In Uniform	Uni	7/15/97	7/17/97
PEGI	PA 876-447	Playboy's Girls Next Door: Naughty And Nice	Uni	1/20/98	1/22/98
PEGI	PA 840-771	Playboy's Girls Of South Beach	Uni	12/17/96	1/28/97
PEGI	PA 657-780	The Girls Of Hawaiian Tropic: Naked In Paradise	Uni	3/16/95	4/3/95
PEGI	PA 712-775	Playboy's Girls Of Hooters	Uni	11/16/94	11/17/94
PEGI	PA 756-020	Playboy's Girls Of Radio: Talk, Rock And Shock.	Uni	8/8/95	8/9/95
PEGI	PA 779-199	Playboy's Girls Of The Internet	Uni	2/27/96	3/4/96
PEGI	PA 683-458	Playboy Video Centerfold/40th Anniversary Playmate - Anna Marie Goddard	Uni	2/23/94	2/24/94
PEGI	PA 911-220	Playboy Goes To The 1998 AVN Awards aka 15th Annual AVN Awards aka Adult Video News Awards	Uni	8/18/98	11/2/98

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REEL: 002382 FRAME: 0846

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 609 238	Playboy Celebrity Centerfold - Jessica Hahn Bares It All	Uni	3/10/93	3/17/93
PEGI	PA 798-912	Playboy's Hard Bodies	Uni	7/16/96	6/25/96
PEGI	PA 792-377	Hot Latin Ladies aka Playboy Hot Latin Ladies	Uni	4/16/96	4/17/96
PEGI	PA 598 890	Playboy How To Reawaken Your Sexual Powers	S.I./Uni	11/1/92	11/12/92
PEGI	PA 591 269	Inside Out 3	Uni	9/16/92	9/18/92
PEGI	PA 603 535	Inside Out 4	Uni	12/9/92	7/7/93
PEGI	PA 860-966	Inside Out 5	Rodven	1/1/94	8/29/97
PEGI	PA 860-978	Inside Out 6	Rodven	1/1/94	8/29/97
PEGI	PA 609 216	Playboy International Playmates	Uni	3/10/93	3/17/93
PEGI	PA 712-660	Playboy Celebrity Centerfold - La Toya Jackson	Uni	8/10/94	8/12/94
PEGI	PA 664-299	Playboy Love, Sex & Intimacy ... for New Relationships	S.I./Uni	10/5/93	11/2/93
PEGI	PA 860-972	Love And Desire	Filmes Lusom.	9/1/93	8/29/97
PEGI	PA 860-964	Lusty Liaisons	Abri	1/1/95	8/29/97
PEGI	PA 860-969	Lusty Liaisons II	Abri	1/1/95	8/29/97
PEGI	PA 706-630	Playboy Video Centerfold/Playmate Of The Year - Jenny McCarthy (1994)	Uni	5/4/94	5/11/94
PEGI	PA 864-402	Jenny McCarthy: The Playboy Years	Uni	9/30/97	10/2/97

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 892-328	Playboy Video Centerfold/Playmate Of The Year -- Karen McDougal (1998)	Uni	6/2/98	6/4/98
PEGI	PA 886-233	Playboy's Naturals	Uni	4/14/98	4/17/98
PEGI	PA 886-229	Playboy's Night Calls	Uni	4/14/98	4/17/98
PEGI	PA 629-418	Playboy Night Dreams	Uni	2/23/94	3/14/94
PEGI	PA 683-448	Playboy Celebrity Centerfold - Dian Parkinson - "The Price Is Right" Sensation	Uni	11/10/93	11/12/93
PEGI	PA 860-977	Passionate Interludes	Abril	1/1/95	8/29/97
PEGI	PA 860-974	Passionate Interludes II	Abril	1/1/95	8/29/97
PEGI	PA 603-534	Playboy's Playmate Bloopers	Uni	11/4/92	7/7/93
PEGI	PA 897-609	Playboy's Playmates Revisited	Uni	7/14/98	7/16/98
PEGI	PA 594-936	1993 Playboy Video Playmate Calendar	Uni	10/14/92	10/23/92
PEGI	PA 683-456	1994 Playboy Video Playmate Calendar	Uni	11/10/93	11/12/93
PEGI	PA 712-748	1995 Playboy Video Playmate Calendar	Uni	11/11/94	11/17/94
PEGI	PA 779-080	1996 Playboy Video Playmate Calendar	Uni	11/14/95	11/28/95
PEGI	PA 819-944	1997 Playboy Video Playmate Calendar	Uni	10/15/96	10/16/96
PEGI	PA 816-151	1998 Playboy Video Playmate Calendar	Uni	10/21/97	10/24/97
PEGI	PA 911-209	1999 Playboy Video Playmate Calendar	Uni	10/20/98	10/30/98
PEGI	PA 594-950	Playboy Playmates In Paradise	Uni	10/14/92	10/23/92

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REEL: 002382 FRAME: 0848

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 840-813	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss October 1996, 1993, 1990, 1987	Sony Direct Marketing	9/16/96	1/28/97
PEGI	PA 829-430	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss November 1996, 1993, 1990, 1987	Sony Direct Marketing	10/11/96	1/28/97
PEGI	PA 840-812	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss December 1996, 1993, 1990, 1987	Sony Direct Marketing	11/8/96	1/28/97
PEGI	PA 840-815	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss January 1997, 1994, 1991, 1988	Sony Direct Marketing	12/9/96	2/11/97
PEGI	PA 840-817	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss February 1997, 1994, 1991, 1988	Sony Direct Marketing	1/10/97	2/11/97
PEGI	PA 839-682	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss March 1997, 1994, 1991, 1988	Sony Direct Marketing	2/7/97	8/8/97
PEGI	PA 839-683	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss April 1997, 1994, 1991, 1988	Sony Direct Marketing	3/7/97	8/8/97
PEGI	PA 839-678	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss May 1997, 1994, 1991, 1988	Sony Direct Marketing	4/7/97	8/8/97
PEGI	PA 839-680	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss June 1997, 1994, 1991, 1988	Sony Direct Marketing	5/9/97	8/8/97
PEGI	PA 897-195	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss July 1997, 1994, 1991, 1988	Sony Direct Marketing	6/6/97	8/8/97
PEGI	PA 839-681	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss August 1997, 1994, 1991, 1988	Sony Direct Marketing	7/7/97	8/8/97
PEGI	PA 864-401	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss September 1997, 1994, 1991, 1988	Sony Direct Marketing	8/8/97	8/21/97
PEGI	PA 876-541	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss October 1997, 1994, 1991, 1988	Sony Direct Marketing	9/8/97	2/4/98

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 876-538	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss November 1997, 1994, 1991, 1988	Sony Direct Marketing	10/8/97	2/4/98
PEGI	PA 876-453	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss December 1997, 1994, 1991, 1988	Sony Direct Marketing	11/7/97	2/4/98
PEGI	PA 876-418	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss January 1998, 1995, 1992, 1989	Sony Direct Marketing	12/8/97	2/4/98
PEGI	PA 876-431	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss February 1998, 1995, 1992, 1989	Sony Direct Marketing	1/9/98	2/4/98
PEGI	PA-897-608	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss March 1998, 1995, 1992, 1989	Sony Direct Marketing	2/6/98	8/5/98
PEGI	PA-897-607	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss April 1998, 1995, 1992, 1989	Sony Direct Marketing	3/6/98	8/5/98
PEGI	PA-897-606	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss May 1998, 1995, 1992, 1989	Sony Direct Marketing	4/6/98	8/5/98
PEGI	PA-897-610	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss June 1998, 1995, 1992, 1989	Sony Direct Marketing	5/8/98	8/4/98
PEGI	PA-897-611	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss July 1998, 1995, 1992, 1989	Sony Direct Marketing	6/8/98	8/4/98
PEGI	PA-897-612	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss August 1998, 1995, 1992, 1989	Sony Direct Marketing	7/6/98	8/4/98
PEGI	PA 910-910	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss September 1998, 1995, 1992, 1989	Sony Direct Marketing	8/3/98	8/28/98
PEGI	PA 910-911	Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss October 1998, 1995, 1992, 1989	Sony Direct Marketing	9/4/98	10/8/98

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 712-696	Playboy's Private Diaries... Tales Of Sex And Seduction	Uni	5/18/94	5/24/94
PEGI	PA 618-497	1993 Playboy Video Playmate Review	Uni	5/5/93	5/13/93
PEGI	PA 581-268	1992 Playboy Video Playmate Six-Pack	Uni	8/13/92	8/21/92
PEGI	PA 756-034	Playboy's Real Couples: Sex In Dangerous Places	Uni	8/8/95	8/9/95
PEGI	PA 844-014	Playboy's Real Couples II: Best Sex Ever	Uni	6/23/97	6/24/97
PEGI	PA 798-837	Playboy's Rising Stars And Sexy Starlets	Uni	6/18/96	6/20/96
PEGI	PA 663-844	Playboy's Secret Confessions	Uni	8/11/93	8/17/93
PEGI	PA 860-975	Playboy's Secret Confessions II	Screen Ent.	3/15/93	8/29/97
PEGI	PA 860-976	Playboy's Secret Confessions III	Screen Ent.	3/15/93	8/29/97
PEGI	PA 605-446	Playboy Secrets Of Making Love ... To The Same Person Forever II	S.I./Uni	1/15/93	2/3/93
PEGI	PA 663-773	Playboy Sensual Fantasy For Lovers	S.I./Uni	6/1/93	7/1/93
PEGI	PA 871-447	Playboy's Sex On The Beach aka Playboy's Sex On The Beach:Tropical Heat	Uni	12/16/97	12/30/97
PEGI	PA 603-504	Playboy Sexy Lingerie V	Uni	1/13/93	1/19/93
PEGI	PA 657-776	Playboy Sexy Lingerie: Dreams & Desire aka Playboy Sexy Lingerie VI	Uni	2/8/95	2/16/95
PEGI	PA 871-487	Playboy's Sorority Girls	Uni	11/18/97	12/3/97
PEGI	PA 845-141	Playboy's Spring Break	Uni	2/18/97	4/1/97

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 779-078	Playboy's Sisters	Uni	11/14/95	11/28/95
PEGI	PA 912-169	Playboy's Story of X, The	Uni	10/20/98	10/30/98
PEGI	PA 594 949	Playboy Video Centerfold: Tiffany Sloan/A Rare Gem	Uni	10/14/92	10/23/92
PEGI	PA 792-645	Playboy Video Centerfold/Playmate Of The Year Stacy Sanches aka Playmate Of The Year/Stacy Sanches (1996)	Uni	5/7/96	5/22/96
PEGI	PA 844-377	Playboy Video Centerfold/Playmate Of The Year Victoria Silvstedt (1997)	Uni	5/6/97	5/16/97
PEGI	PA 618 495	Playboy Video Centerfold/Playmate Of The Year Anna Nicole Smith (1993)	Uni	5/12/93	5/13/93
PEGI	PA 779-200	Strip aka Playboy Strip: Sexy Showgirls & Dirty Dancers	Uni	2/27/96	3/4/96
PEGI	PA 860-979	Tales Of Erotica	Filmes Lusom.	9/1/93	8/29/97
PEGI	PA 756-082	10 Secrets For Greater Sensual Pleasure with Dr. Ruth Westheimer aka Making Love Series Vol. III/10 Secrets For Greater Sensual	S.I./Uni	10/3/95	10/6/95
PEGI	PA 824-786	Playboy Celebrity Centerfold - Shannon Tweed	Uni	11/19/96	12/11/96
PEGI	PA 779-197	21 Playmates aka Playboy 21 Playmates Centerfold Collection	Uni	2/27/96	3/4/96
PEGI	PA 840-775	21 Playmates - Volume II aka Playboy 21 Playmates Centerfold Collection - Volume 2	Uni	12/17/96	1/23/97
PEGI	PA 840-851	Playboy's Twins & Sisters Too	Uni	1/21/97	1/23/97
PEGI	PA 843-956	Playboy's Voluptuous Vixens	Uni	4/15/97	4/17/97
PEGI	PA 877-187	Playboy's Voluptuous Vixens II	Uni	2/17/98	2/20/98

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REEL: 002382 FRAME: 0852

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PEGI	PA 591 273	Playboy Wet & Wild IV	Uni	8/13/92	9/28/92
PEGI	PA 664-298	Playboy Wet & Wild V	Uni	8/11/93	8/17/93
PEGI	PA 712-635	Playboy Wet & Wild: The Locker Room aka Playboy Wet & Wild VI	Uni	8/10/94	8/12/94
PEGI	PA 756-014	Playboy Wet & Wild: Hot Holidays aka Playboy Wet & Wild VII	Uni	8/8/95	8/9/95
PEGI	PA 811-133	Playboy Wet & Wild: Bottoms Up aka Playboy Wet & Wild VIII	Uni	8/20/96	8/21/96
PEGI	PA 892-189	Playboy's Women Behaving Badly	Uni	3/17/98	3/19/98
PEGI	PA 730-242	Playboy's Women Of Color		4/13/94	8/12/94



Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI	PA 798-811	Beneficiary, The (unrated)	D	6/24/96		6/27/96
PEGI	PA 824-815	Corporate Ladder, The (unrated)	D	11/8/96		12/23/96
PEGI	PAU 1-934-126	Cover Me (R-rated)	C	unpublished		5/15/95
PEGI	PAU 2-066-574	Cover Me (unrated)	D	unpublished		6/1/95
PEGI	PA 874-210	Dead of Night aka Dark Hunger	D	5/30/97		6/25/97
PEGI	PA 798-836	Glass Cage, The (unrated)	D	4/4/96		6/14/96
PEGI	PA 792-644	Glass Cage, The (R-rated)	D	4/4/96		5/13/96
PEGI	PA 798-825	Midnight Blue (R-rated)	D	6/21/96		6/25/96
PEGI	PA 874-198	Mutual Needs (unrated)	D	5/30/97		6/25/97
PEGI	PAU 2-010-330	Playback p/k/a Perfect Little Housewife & Poisoned Well (R-rated)	A	unpublished		7/13/95
PEGI	PA 799-544	Playback p/k/a Perfect Little Housewife & Poisoned Well (unrated)	D	4/13/96		5/9/96
PEGI	PA 798-840	Ringer (unrated)	D	6/17/96		6/18/96
PEGI	PAU 1-881-084	Tempress pka The Goddess & Kali (R-rated)	E	unpublished		8/18/94

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI & Maui Heat Productions, Inc	PA 845-152	Madam Savant (unrated)	D	4/15/97		4/16/97

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI & Bruder Releasing, Inc.	PA 845-120	Teach Me Tonight fka Menage (unrated)	D	5/24/97		5/29/97

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI & Lap Dancing Productions, Inc	PA 844-376	Mischievous (unrated)	D	5/28/97		5/29/97

Copyright Claimant    Registration Number    Title as Copyrighted    Criteria    Release Date    Copyright Requested Date    Copyright Registration Date

PEGI & Lifetime Visions Ltd    PA 792-649    Fanny Hill    D    12/28/95       6/7/96

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI & Maui Heat Productions, Inc	PA 798-821	Arranged Marriage (unrated)	D	6/21/96		6/27/96
PEGI & Maui Heat Productions, Inc.	PA 874-204	Rock And A Hard Place, A	D	6/10/97		6/30/97
PEGI & Maui Heat Productions, Inc.	PA 844-026	Treasure (unrated) fka Molokai Narrows	D	4/26/97		6/16/97

Copyright Claimant   Registration Number   Title as Copyrighted   Criteria   Release Date   Copyright Requested Date   Copyright Registration Date

PEGI & Royal Oaks PA 778-654   Over The Wire (unrated)   D   12/2/95   3/1/96

Entertainment, Inc

Copyright Claimant   Registration Number   Title as Copyrighted   Criteria   Release Date   Copyright Requested Date   Copyright Registration Date

PEGI & Stone Soup PA 806-631   Secret Places   D   6/13/96   7/1/96

Entertainment, LLC



Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI & Tropical Studios Maui, Inc	PA 798-911	Maui Heat • Swimsuit Edition	D	2/26/96		7/1/96

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI & Virgo Pictures & Entertainment	PA 844-375	Fallen Angel (unrated)	D	5/29/97		5/30/97

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI & Zalman King Entertainment, Inc.	PA 851-196	Place Called Truth, A	D	6/11/97		7/2/97
PEGI & Zalman King Entertainment, Inc.	PA 844-008	Shame, Shame, Shame	D	6/11/97		7/2/97

Copyright Claimant   Registration Number   Title as Copyrighted   Criteria   Release Date   Copyright Requested Date   Copyright Registration Date

Playboy & Royal   PA 798-839   Night Shade   D   6/15/96   6/18/96  
Oaks Entertainment

Premium Videos

Copyright Claimant    Registration Number    Title as Copyrighted    Distributor    Release Date    Copyright Requested Date    Copyright Registration Date

PEGI    PA 811-116    Playboy's Secret Seductions    Playboy    7/1/96       8/2/96

Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Date	Copyright Requested	Copyright Registration Date	Copyright Author	Comments
PEGI	PAu 1-787-045	The Goddess p/k/a Kali	11/16/93	PEGI	11/16/93	PEGI	Copyright Claimant & Author originally indicated as Kalcheim & Melissa Mitchell respectively. Changed to Playboy pursuant to a Quicclaim of All Rights from Kalcheim to Playboy registered in Volume 3041, Page 386 on 10/21/94

Copyright Claimant	Copyright Registration Number	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
PEGI		Beneficiary, The		6/20/96	Magic Hour	Assignment Of All Rights from Alta Loma Productions, Inc. to Playboy Entertainment Group, Inc. dated 6/17/96 registered in Volume 3260, page 511 on 6/20/96
PEGI	see comments	Black Sea 213			Red Shoes	Assignment from Zalman King Entertainment, Inc., Red Shoes, Inc. & Anglo Investments A.V.V. to Playboy Entertainment Group Inc. dated 05/22/96/ amended 02/23/98 registered in Volume 3414, page 548 on 04/16/98
PEGI	see comments	Dead Of Night aka Dark Hunger		1/10/97	Royal Oaks	Assignment from Royal Oaks Entertainment, Inc. to Playboy Entertainment Group, Inc. dated 8/12/96
PEGI	see comments	Dead Of Night aka Dark Hunger		1/10/97	Royal Oaks	Assignment Of All Rights (Security Interest) from Royal Oaks Entertainment, Inc. to Playboy Entertainment Group, Inc. dated 8/12/96
PEGI		Glass Cage, The			MPCA	Recordation of Assignment Of All Rights from Motion Picture Corporation Of America to Playboy Entertainment Group, Inc. registered in Volume 3231, page 334 on 5/3/96

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Copyright Claimant	Copyright Registration Number	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
PEGI	see comments	Men In Heels, Women In Spikes (fka "Shame")	2/18/97	2/18/97	10dB, Inc.	Assignment from Zalman King Entertainment, Inc. and 10dB, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96
PEGI	see comments	Men In Heels, Women In Spikes (fka "Shame")	2/18/97	2/18/97	10dB, Inc.	Assignment Of All Rights (Security Interest) from Zalman King Entertainment, Inc. and 10dB, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96
PEGI	see comments	Mutual Needs	1/27/97	1/27/97	Magic Hour	Assignment from Magic Hour Pictures, Inc. to Playboy Entertainment Group, Inc. dated 10/29/96
PEGI	see comments	Mutual Needs	1/27/97	1/27/97	Magic Hour	Assignment Of All Rights (Security Interest) from Magic Hour Pictures, Inc. to Playboy Entertainment Group, Inc. dated 10/29/96
PEGI	see comments	Place Called Truth, A	2/18/97	2/18/97	Red Shoes	Assignment from Zalman King Entertainment, Inc. and 10dB, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96
PEGI	see comments	Place Called Truth, A	2/18/97	2/18/97	Red Shoes	Assignment Of All Rights (Security Interest) from Zalman King Entertainment, Inc. and 10dB, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96



Copyright Requested	Copyright Registration Date	Copyright Author	Comments
PEGI	4/23/97	Red Shoes	Assignment from Zalman King Entertainment, Inc. and 10dB, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96 amended 04/14/97
PEGI	4/23/97	Red Shoes	Assignment Of All Rights (Security Interest) from Zalman King Entertainment, Inc. and 10dB, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96 amended 04/14/97
PEGI	2/18/97	Red Shoes	Assignment Of Distribution Rights from Zalman King Entertainment, Inc., 10dB, Inc. and Red Shoes, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96
PEGI	2/18/97	Red Shoes	Assignment Of All Rights (Security Interest) from Zalman King Entertainment, Inc., 10dB, Inc. and Red Shoes, Inc. to Playboy Entertainment Group, Inc. dated 05/22/96
PEGI	6/17/96	Precious	Recordation of Assignment Of All Rights from Precious Films, Inc. to Playboy Entertainment Group, Inc. dated 6/1/96 registered in Volume 3250, page 116 on 6/17/96

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Copyright Claimant	Copyright Registration Number	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
PEGI	see comments	Black Sea 213			Red Shoes	Assignment (Security Interest) from Zalman King Entertainment, Inc., Red Shoes, Inc. & Anglo Investments A.V.V. to Playboy Entertainment Group, Inc. dated 05/22/96/ amended 02/23/98 registered in Volume 3414, page 547 on 04/16/98

Other Miscellaneous Titles

Copyright Claimant	Registration Number	Title As Copyrighted	Copyright Requested Date	Copyright Registration Date	Comment
Royal Oak Communications, Inc.; Assigned PEGI 8/25/97	PAu 2-146-431	Dead of Night		12/4/96	

Application Pending Home Video

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Requested Date	Copyright Registration Date
PEGI		Playboy's Asian Exotica	Uni	11/17/98	12/8/98	
PEGI		Playboy Video Centerfold/45th Anniversary Playmate - Jaime Bergman	Uni	12/8/98	12/8/98	
PEGI		Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss November 1998, 1995, 1992, 1989	Sony Direct Marketing	10/5/98	12/8/98	
PEGI		Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss December 1998, 1995, 1992, 1989	Sony Direct Marketing	11/9/98	12/17/98	
PEGI		Playboy's Playmate Video Collection aka Playboy's Playmate Video Collection featuring Miss January 1999, 1996, 1993, 1990	Sony Direct Marketing	12/14/98	2/1/99	
PEGI		Playboy's Girlfriends	Uni	1/19/99	1/22/99	

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REEL: 002382 FRAME: 0873

Copyright Claimant    Registration Number    Title as Copyrighted    Criteria    Release Date    Copyright Requested Date    Copyright Registration Date

PEGI & Panther    PA 874-199    Price Of Desire, The fka Through Another  
Productions Inc.    Man's Eyes    D    1/18/97    6/30/97

**Application Pending Other Miscellaneous**

<b>Copyright Claimant</b>	<b>Registration Number</b>	<b>Title As Copyrighted</b>	<b>Copyright Requested Date</b>	<b>Copyright Registration Date</b>	<b>Comment</b>
Zalman King Entertainment Inc. & Playboy Entertainment Group, Inc.		Black Sea 213	1/15/99		Application sent in by Mitchell Silberberg



Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PPI	PA 157-608	Playboy Home Video, Volume #1	CBS/Fox	10/25/82	11/19/82
PPI	PA 178-972	Playboy Home Video, Volume #2	CBS/Fox	4/6/83	5/31/83
PPI	PA 304-318	Playboy Home Video, Volume #3	CBS/Fox	7/8/83	6/20/86
PPI	PA 304-314	Playboy Home Video, Volume #4	CBS/Fox	10/7/83	6/24/86
PPI	PA 304-294	Playboy Home Video, Volume #5	CBS/Fox	4/6/84	6/23/86
PPI	PA 304-313	Playboy Home Video, Volume #6	CBS/Fox	11/2/84	6/23/86
PPI	PA 304-297	Playboy Home Video, Volume #7	CBS/Fox	4/5/85	6/23/86
PPI	PA 280-805	Playboy Home Video, Volume #8	Karl-Lorimar	10/24/85	1/10/86
PPI	PA 324-605	Playboy Home Video, Volume #9	Karl-Lorimar	4/25/86	5/27/86
PPI	PA 311-087	Playboy Home Video, Volume #10	Karl-Lorimar	10/3/86	10/5/86
PPI	PA 331-403	Playboy Home Video, Volume #11	Karl-Lorimar	3/6/87	3/20/87
PPI	PA 370-774	Playboy Video Magazine, Volume #12	Lorimar	9/25/87	1/28/88
PPI	PA 385-555	Playboy Video Centerfold - Playmate of the Year - India Allen	HBO	5/4/88	5/13/88
PPI	PA 562-214	Playboy Video Centerfold/Pamela Anderson/Beautiful Dreamer	Uni	2/13/92	2/21/92
PPI	PA 308-197	Playboy Video Centerfold - #3 (Rebekka Armstrong)	Karl-Lorimar	9/3/86	9/15/86



Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PPI	PA 280 811	Playboy Video Centerfold: Sherry Arnett	Karl-Lorimar	11/22/85	1/3/86
PPI	PA 322-366	Playboy's Art Of Sensual Massage	Karl-Lorimar	1/16/87	2/5/87
PPI	PA 347 331	Playboy Video Centerfold #6 - Lynne Austin	Lorimar	8/10/87	8/24/87
PPI	PA 336-310	Playboy's Bedtime Stories	Lorimar	6/8/87	6/25/87
PPI	PA 397 725	The Tommy Chong Roast	Karl-Lorimar	7/7/86	8/1/88
PPI	PA 336-333	Playboy Video Centerfold #5/Playmate of the Year - Donna Edmondson	Karl-Lorimar	5/7/87	6/25/87
PPI	PA 370-773	Playboy's Fantasies	Lorimar	10/14/87	2/16/88
PPI	PA 397 719	Playboy's Farmers' Daughters	Karl-Lorimar	8/3/86	8/1/88
PPI	PA 370-775	Playboy's Girls of Rock & Roll	CBS/Fox	2/4/85	2/11/88
PPI	PA 322-352	Playboy Video Centerfold - #4 (Luann Lee)	Karl-Lorimar	11/21/86	12/3/86
PPI	PA 440-917	Playboy Video Centerfold/35th Anniversary Playmate - Fawna MacLaren	HBO	11/21/88	8/30/89
PPI	PA 304-299	Playboy Video Centerfold - #2 (Teri Weigel)	Karl-Lorimar	4/25/86	5/27/86
PPI	PA 311-085	Playboy Video Playmate Calendar - 1987	Karl-Lorimar	10/3/86	10/20/86
PPI	PA 347 314	Playboy Video Playmate Calendar - 1988	Lorimar	9/11/87	10/2/87
PPI	PA 412 011	1989 Playboy Video Playmate Calendar	HBO	11/21/88	1/23/89
PPI	PA 304 305	Playmate Playoffs	Karl-Lorimar	4/18/86	5/12/86

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REEL: 002382 FRAME: 0878

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PPI	PA 370-771	Playmate Review	CBS/Fox	6/6/83	2/16/88
PPI	PA 370-772	Playmate Review 2	CBS/Fox	9/4/84	2/16/88
PPI	PA 370-776	Playboy's Playmate Review 3	CBS/Fox	4/1/85	2/11/88
PPI	PA 274 561	Playboy Playmate Workout	CBS/Fox	4/16/84	2/10/86
PPI	PA 397 723	Sexcetera: The World According To Playboy	Key Video	11/2/84	8/1/88
PPI	PA 280 807	Dorothy Stratten: The Untold Story	Karl-Lorimar	11/14/85	01/0/86

Copyright Claimant	Registration Number	Title as Copyrighted	Criteria	Release Date	Copyright Requested Date	Copyright Registration Date
PPI	PA 60-421	Death Of Ocean View Park aka Amusement Park aka The Rocket -- television film				11/15/79
PPI	PAu 144-416	Death Of Ocean View Park, The aka The Rocket, Amusement Park (working title) -- screenplay				10/4/79
PPI	PA 315-228	Erotic Images				10/15/85
PPI	PA 315-229	Erotic Images, part 1				10/15/85
PPI	PA 315-230	Erotic Images, part 2				10/15/85
PPI	PA 315-231	Erotic Images, part 3				10/15/85
PPI	PA 315-232	Erotic Images, part 4				10/15/85
PPI	PA 188-480	Focus On Playboy				9/30/83
PPI	PA 293 150	Grown Ups				5/28/86
PPI	PA 175-359	Hyannis Affair, The				5/6/83
PPI	PA 175-360	Sunday's Child				5/6/83
PPI	PAu 923-534	Young Lady Chatterly II aka Private Property Young Lady Chatterly II				11/8/85

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REEL: 002382 FRAME: 0880

**Playboy on the Scene**

<b>Copyright Claimant</b>	<b>Copyright Registration Number</b>	<b>Title as Registered</b>	<b>Copyright Registration Date</b>
PPI	PA 172-064	Playboy On The Scene - Show 83-001	2/7/83
PPI	PA 176-841	Playboy On The Scene - Show 83-002	5/27/83
PPI	PA 176-840	Playboy On The Scene - Show 83-003	5/27/83
PPI	PA 176-839	Playboy On The Scene - Show 83-004	5/27/83
PPI	PA 176-838	Playboy On The Scene - Show 83-005	5/27/83
PPI	PA 187-069	Playboy On The Scene - Show 83-006	10/3/83
PPI	PA 187-072	Playboy On The Scene - Show 83-007	10/3/83
PPI	PA 187-071	Playboy On The Scene - Show 83-008	10/3/83
PPI	PA 187-070	Playboy On The Scene - Show 83-009	10/3/83
PPI	PA 187-068	Playboy On The Scene - Show 83-010	10/3/83
PPI	PA 176-842	Sexcetera - The News According To Playboy Show #1	5/27/83
PPI	PA 176-843	Sexcetera - The News According To Playboy Show #2	5/27/83
PPI	PA 176-844	Sexcetera - The News According To Playboy Show #3	5/27/83
PPI	PA 176-845	Sexcetera - The News According To Playboy Show #4	5/27/83

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**REEL: 002382 FRAME: 0881**

Copyright Claimant	Copyright Registration Number	Title as Registered	Copyright Registration Date
PPI	PA 189-459	Sexcetera ... The News According To Playboy Show #5	10/12/83
PPI	PA 189-461	Sexcetera ... The News According To Playboy Show #6	10/12/83
PPI	PA 189-460	Sexcetera ... The News According To Playboy Show #7	10/12/83
PPI	PA 189-462	Sexcetera ... The News According To Playboy Show #8	10/12/83

**Playboy Channel Guides**

<b>Copyright Claimant</b>	<b>Registration Number</b>	<b>Title as Registered</b>	<b>Period Covered</b>	<b>Registration Date</b>
PPI	TX 2-235-465	Playboy Channel Guide	11/01/86	12/28/87
PPI	TX 2-235-464	Playboy Channel Guide	12/01/86	12/28/87
PPI	TX 2-235-463	Playboy Channel Guide	01/01/87	12/28/87
PPI	TX 2-235-462	Playboy Channel Guide	02/01/87	12/28/87
PPI	TX 2-235-461	Playboy Channel Guide	03/01/87	12/28/87
PPI	TX 2-235-460	Playboy Channel Guide	04/01/87	12/28/87
PPI	TX 2-235-459	Playboy Channel Guide	05/01/87	12/28/87
PPI	TX 2-235-458	Playboy Channel Guide	06/01/87	12/28/87
PPI	TX 2-235-457	Playboy Channel Guide	07/01/87	12/28/87
PPI	TX 2-235-456	Playboy Channel Guide	08/01/87	12/28/87
PPI	TX 2-235-455	Playboy Channel Guide	09/01/87	12/28/87
PPI	TX 2-235-454	Playboy Channel Guide	10/01/87	12/28/87
PPI	TX 2-235-453	Playboy Channel Guide	11/01/87	12/28/87
PPI	TX 2-210-626	Playboy Channel Guide	12/01/87	12/07/87
PPI	TX 2-235-452	Playboy Channel Guide	01/01/88	12/28/87

**TRADEMARK**

**REEL: 002382 FRAME: 0883**

Copyright Claimant	Registration Number	Title as Registered	Period Covered	Registration Date
PPI	TX 2-240-694	Playboy Channel Guide	02/01/88	02/05/88
PPI	TX 2-257-216	Playboy Channel Guide	03/01/88	03/01/88
PPI	TX 2-275-782	Playboy Channel Guide	04/01/88	03/25/88
PPI	TX 2-310-032	Playboy Channel Guide	05/01/88	05/26/88
PPI	TX 2-325-968	Playboy Channel Guide	May 1988 (revis	06/02/88
PPI	TX 2-325-967	Playboy Channel Guide	June/July 1988	06/02/88
PPI	TX 2-435-509	Playboy Channel Guide	August/Septem	08/01/88

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PVEGI	PA 418 761	Playboy Video Centerfold/Playmate of the Year - Kimberley Conrad	HBO	4/26/89	6/1/89
PVEGI	PA 448 857	Playboy Video Centerfold/Dutch Twins - Mirjam & Karin Van Breeschooten	HBO	8/16/89	9/5/89
PVEGI	PA 450 385	Playboy Video Centerfold/Peggy McIntaggart	HBO	11/22/89	12/6/89
PVEGI	PA 440-914	Playboy's Party Jokes (alternate title: Playboy Video Party Jokes)	HBO	2/22/89	8/30/89
PVEGI	PA 450 386	Playboy Video Playmate Calendar 1990	HBO	11/22/89	12/6/89
PVEGI	PA 448 863	Playboy Playmates Of the Year/The 80's	HBO	8/16/89	9/5/89
PVEGI	PA 418 774	Playboy Sexy Lingerie	HBO	2/22/89	3/14/89
PVEGI	PA 418 759	Wet & Wild	HBO	4/26/89	5/5/89



Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PVEI	PA 534 817	Playboy Video Centerfold/Tawnni Cable/Tropical Tempress	HBO	11/20/90	7/25/91
PVEI	PA 657-994	Playboy Video Centerfold/Playmate Of The Year - Julie Lynn Cialini	Uni	5/9/95	5/10/95
PVEI	PA 529 920	Playboy Video Centerfold/Julie Clarke/Unbridled Belle	HBO	2/20/91	2/22/91
PVEI	PA 456-797	Playboy Video Centerfold/Deborah Driggs & Karen Foster	HBO	1/31/90	3/6/90
PVEI	PA 575 422	Playboy's Erotic Fantasies	Uni	5/6/92	6/1/92
PVEI	PA 516 356	Playboy Fantasies II	S.I./HBO	8/10/90	3/6/91
PVEI	PA 543 232	Playboy Video Centerfold/Morgan Fox/Miss World Canada	HBO	08/14/91	8/16/91
PVEI	PA 529 919	Playboy's Girls Of Spring Break	HBO	02/20/91	2/22/91
PVEI	PA 577 243	Playboy Video Centerfold/Corinna Harney/ Playmate Of The Year	Uni	5/6/92	5/20/92
PVEI	PA 575 421	Inside Out	Uni	4/9/92	4/14/92
PVEI	PA 582 424	Inside Out 2	Uni	6/4/92	7/2/92
PVEI	PA 547 594	Playboy Intimate Workout For Lovers	S.I./Uni	9/1/91	9/23/91
PVEI	PA 520 322	Playboy Video Centerfold/Playmate Of The Year - Lisa Matthews	HBO	4/24/91	4/29/91
PVEI	PA 562-221	Playboy 101 Ways To Excite Your Lover	S.I./Uni	2/3/92	2/26/91
PVEI	PA 456-796	Playboy Playmates At Play	HBO	1/31/90	3/6/90

TRADEMARK

REEL: 002382 FRAME: 0886

Copyright Claimant	Registration Number	Title as Copyrighted	Distributor	Release Date	Copyright Registration Date
PVEI	PA 512 719	1991 Playboy Video Playmate Calendar	HBO	10/10/90	11/15/90
PVEI	PA 547 624	1992 Playboy Video Playmate Calendar	Uni	11/7/91	11/14/91
PVEI	PA 562-219	Playboy's Playmates The Early Years	Uni	11/7/91	11/13/91
PVEI	PA 577 242	1992 Playboy Video Playmate Review	Uni	5/6/92	5/20/92
PVEI	PA 456-798	Playboy Secrets Of Euro Massage	S.I./HBO	1/2/90	2/20/90
PVEI	VA 477 367	Playboy Secrets Of Euro Massage revised box art only	HBO	10/10/90	4/15/91
PVEI	PA 516 349	Playboy Secrets Of Making Love ... To The Same Person Forever	S.I./HBO	12/1/90	3/20/91
PVEI	PA 512 512	Playboy Sensual Pleasures of Oriental Massage	S.I./HBO	10/1/90	1/16/91
PVEI	PA 489-047	Playboy Sexy Lingerie II	HBO	4/26/90	11/15/90
PVEI	PA 512 690	Playboy Sexy Lingerie II - Special "Highlights" Edition	HBO	11/16/90	12/3/90
PVEI	PA 520 317	Playboy Sexy Lingerie III	HBO	4/24/91	04/29/91
PVEI	PA 562-215	Playboy Sexy Lingerie IV	Uni	2/13/92	2/21/92
PVEI	PA 489-048	Playboy Video Centerfold/Playmate of the Year Renee Tenison -	HBO	4/26/90	11/15/90
PVEI	PA 533 219	Playboy's Ultimate Sensual Massage	S.I./Uni	5/1/91	05/24/91
PVEI	PA 496 439	Playboy Wet & Wild II	HBO	8/15/90	8/24/90
PVEI	PA 512 511	Playboy Wet & Wild II - Special "Highlights" Edition	HBO	1/18/91	1/25/91

TRADEMARK

REEL: 002382 FRAME: 0887

Copyright Claimant      Registration Number      Title as Copyrighted      Distributor      Release Date      Copyright Registration Date

PVEI      PA 547 586      Playboy Wet & Wild III      HBO      8/14/91      8/16/91

Application Pending Home Video

<u>Copyright Claimant</u>	<u>Registration Number</u>	<u>Title as Copyrighted</u>	<u>Distributor</u>	<u>Release Date</u>	<u>Copyright Requested Date</u>
PVEI	PA 496 435	Playboy Video Centerfold - Kerri Kendall	HBO	8/15/90	9/4/90

**U.S. COPYRIGHTS OWNED BY PLAYBOY ENTERPRISES, INC.<sup>1</sup>**

**U.S. Copyright Registrations**

<b>Title</b>	<b>Reg. No.</b>	<b>Author</b>
Playboy	TX4-556-490	Playboy Enterprises, Inc.
Playboy	TX4-241-184	Playboy Enterprises, Inc.
Playboy	TX2-480-099	Playboy Enterprises, Inc.
Playboy	TX2-516-824	Playboy Enterprises, Inc.
Playboy	TX2-175-024	Playboy Enterprises, Inc.
Playboy	TX2-175-031	Playboy Enterprises, Inc.
Playboy	TX1-676-957	Playboy Enterprises, Inc.
Playboy	TX1-676-953	Playboy Enterprises, Inc.
Playboy	TX1-258-876	Playboy Enterprises, Inc.
Playboy	TX1-473-651	Playboy Enterprises, Inc.
Playboy	TX1-228-680	Playboy Enterprises, Inc.
Playboy	TX 453-179	Playboy Enterprises, Inc.
Playboy	TX 418-999	Playboy Enterprises, Inc.
Playboy	TX 187-175	Playboy Enterprises, Inc.
Playboy	B 488-115	HMH Publishing Co., Inc.

1. Playboy Enterprises, Inc. is listed as the owner of the copyrights on the date hereof. Simultaneously with the filing of the Security Agreement, Playboy Enterprises, Inc. has submitted documentation to the Copyright Office reporting its merger with Playboy Acquisition Corp. and that the surviving entity's name is Playboy Enterprises International, Inc.

Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
Precious	PAU 1-935-201	Perfect Little Housewife		12/27/94	Precious	Assignment Of All Rights from Precious to Playboy registered in Volume 3139, Pages 337-338 on 8/1/95.
Precious	PAU 2-031-744	Ringer		1/11/96	Precious	

**U.S. COPYRIGHTS OWNED BY SPICE PRODUCTIONS, INC.**

**U.S. Copyright Registrations**

<b>Title</b>	<b>Registration No.</b>	<b>Author</b>
My English Passion	PA 892188	Spice Productions, Inc.
Steal My Heart	PA 892325	Spice Productions, Inc.
Consenting Adults	PA 892324	Spice Productions, Inc.
Sexual Escape	PA 892312	Spice Productions, Inc.
Stiff As a Board	PA 892323	Spice Productions, Inc.
Love and Romance	PA 892311	Spice Productions, Inc.
Rebecca Got Married	PA 897144	Spice Productions, Inc.
The Romance Writer	PA 897145	Spice Productions, Inc.
Women on Top	PA 897212	Spice Productions, Inc.
Latin Passion	PA 911-216	Spice Productions, Inc.

**Pending U.S. Copyright Applications for Registration**

<b>Title</b>	<b>Registration No.</b>	<b>Author</b>
Boys Night Out	Pending (filed 2/27/98)	Spice Productions, Inc.
Hot Salsa	Pending (filed 2/27/98)	Spice Productions, Inc.
Rosa's Lovers	Pending (filed 2/27/98)	Spice Productions, Inc.

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Copyright Claimant	Copyright Registration Date	Title As Registered	Copyright Requested Date	Copyright Registration Date	Copyright Author	Comments
Women	PAU 2-045-349	Red Dress, The		2/13/96	Women	This is script #1 of the Women Series



SCHEDULE II  
OF SECURITY AGREEMENT  
Loan Parties page 1

The following entities do not own copyrights registered with the United States Copyright Office and have not applied to register any copyrights with the United States Copyright Office.

1. AdultTVision Communications, Inc.
2. Alta Loma Entertainment, Inc.
3. CPV Productions, Inc.
4. Critics' Choice Video, Inc.
5. Lake Shore Press, Inc.
6. Lifestyle Brands, Ltd.
7. PEI Holdings, Inc.
8. Playboy Club of Hollywood, Inc.
9. Playboy Club of New York, Inc.
10. Playboy Clubs International, Inc.
11. Playboy Enterprises, Inc. f/k/a New Playboy, Inc.
12. Playboy Gaming International, Ltd.
13. Playboy Gaming Nevada, Inc.
14. Playboy Models, Inc.
15. Playboy of Lyons, Inc.
16. Playboy of Sussex, Inc.
17. Playboy Preferred, Inc.
18. Playboy Properties, Inc.
19. Playboy Shows, Inc.
20. Special Editions, Ltd.
21. Steelton, Inc.
22. Telecom International, Inc.
23. Cyberspice, Inc.
24. Spice Entertainment Companies, Inc.
25. Spice Direct, Inc.
26. Spice International, Inc.
27. Spice Networks, Inc.

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SCHEDULE III TO THE SECURITY AGREEMENT

LICENSES

Licenses granted to Playboy International pursuant to Playboy International Agreements and the Superceding Agreements.

SCHEDULE IV  
OF SECURITY AGREEMENT

PATENTS OWNED BY SPICE ENTERTAINMENT COMPANIES, INC.<sup>1/</sup>

U.S. Patent Registrations

Description	Patent Numbers	Issue Date
Credit and Other Security Cards and Card Utilization System Therefor	3,652,904	8/14/74

U.S. Patent Applications

Patent Application No.	Filing Date
None	

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<sup>1/</sup> Guest Cinema, Inc. is listed as the current owner of the patent listed below. Guest Cinema, Inc. has been dissolved. Appropriate documentation was submitted to the Patent and Trademark Office to register Spice Entertainment Companies, Inc., the parent of Guest Cinema, Inc., as the owner of the patent. Effective March 15, 1999, Spice Entertainment Company, Inc. changed its name to Spice Entertainment, Inc. Appropriate documentation was submitted to the Patent and Trademark Office.

**SCHEDULE IV  
OF SECURITY AGREEMENT**

**No Loan Party, other than Spice Entertainment Companies, Inc. owns any patent registered with the United States Patent and Trademark Office.**

SCHEDULE V TO THE SECURITY AGREEMENT

Doc#: DS5:228480.2

1.

**TRADEMARK**  
**REEL: 002382 FRAME: 0898**

United States Trademarks Owned by Adultvision Communications, Inc.

Status	Trademark Name:	Owner	Application No.	Filing Date:	Registration No.	Req. Date:	Class:
Registered	ADULTVISION	ADULTVISION COMMUNICATIONS, INC.	74/687508	12-Jun-1995	2,048,256	25-Mar-1997	38,41
Registered	ADULTVISION (STYLIZED)	ADULTVISION COMMUNICATIONS, INC.	74/687549	12-Jun-1995	2,072,439	17-Jun-1997	38,41
Registered	ATV	ADULTVISION COMMUNICATIONS, INC.	74/688248	12-Jun-1995	2,079,844	15-Jul-1997	38,41
Registered	ATV (STYLIZED)	ADULTVISION COMMUNICATIONS, INC.	74/691892	13-Jun-1995	2,079,849	15-Jul-1997	38,41

**TRADEMARK/TRADE NAMES OWNED BY  
ADULTVISION COMMUNICATIONS, INC.**

**U.S. Trademark Applications**

<b>Mark</b>	<b>Filing Date</b>	<b>Application No.</b>
	None	

**State Trademark Registrations**

<b>State</b>	<b>Trademark</b>	<b>Owner</b>
	None	

**Trade Names**

<b>Grantor</b>	<b>Country(s) Where Used</b>	<b>Trade Names</b>
	None	

United States Trademark Owned by After Dark Video, Inc.

Status	Trademark Name	Owner	Application No.	Filing Date	Registration No.	Req. Date	Classes
Registered	OWL DESIGN	AFTER DARK VIDEO, INC.	74/333984	23-Nov-1992	1,824,176	01-Mar-1994	9



SCHEDULE V  
OF SECURITY AGREEMENT  
After Dark Video, Inc. page 2

**TRADEMARK/TRADE NAMES OWNED BY AFTER DARK VIDEO, INC.**

**U.S. Trademark Applications**

Mark	Filing Date	Application No.
	None	

**State Trademark Registrations**

State	Trademark	Owner
	None	

**Trade Names**

Grantor	Country(s) Where Used	Trade Names
	None	

United States Trademarks Owned by Critics' Choice Video, Inc.  
 (continued)

Status	Trademark Name:	Owner:	Application No:	Filing Date:	Classes:
Pending	CARRIBEAN THE ISLANDS' CATALOG	CRITICS' CHOICE VIDEO, INC.	75/545497	01-Sep-1998	42
Pending	CC MUSIC	CRITICS' CHOICE VIDEO, INC.	75/346148	25-Aug-1997	42
Pending	CC VIDEO	CRITICS' CHOICE VIDEO, INC.	75/461139	30-Mar-1998	42
Pending	THE BIG BOOK OF MOVIES	CRITICS' CHOICE VIDEO, INC.	75/602785	10-Dec-1998	16
Pending	THE BIG BOOK OF MUSIC	CRITICS' CHOICE VIDEO, INC.	75/610909	23-Dec-1998	16

Status	Trademark Name:	Owner:	Application No:	Filing Date:	Registration No:	Reg. Date:	Classes:
Registered	BLACKHAWK	CRITICS' CHOICE VIDEO, INC.	15,095	05-Sep-1956	654,138	05-Nov-1957	09, 16
Registered	BLACKHAWK FILMS (and DESIGN)	CRITICS' CHOICE VIDEO, INC.	114,275	31-Jan-1977	1088577	04-Apr-1978	09, 16
Registered	COLLECTORS' CHOICE	CRITICS' CHOICE VIDEO, INC.	74/450730	21-Oct-1993	1,860,145	25-Oct-1994	42
Registered	COLLECTORS' CHOICE MUSIC	CRITICS' CHOICE VIDEO, INC.	74/450731	21-Oct-1993	1,858,053	11-Oct-1994	42
Registered	CRITICS' CHOICE VIDEO	CRITICS' CHOICE VIDEO, INC.	75/145,558	05-Aug-1996	2,075,738	01-Jul-1997	35
Registered	HOLLYWOOD GOLD (and DESIGN)	CRITICS' CHOICE VIDEO, INC.	187,509	29-Sep-1978	1131315	26-Feb-1980	16
Registered	ORDER IT TODAY, HEAR IT TOMORROW	CRITICS' CHOICE VIDEO, INC.	75/222061	07-Jan-1997	2172451	14-Jul-1998	35
Registered	ORDER IT TODAY, WATCH IT TOMORROW	CRITICS' CHOICE VIDEO, INC.	74/058832	14-May-1990	1688497	19-May-1992	41
Registered	ROMANCE FOR COUPLES	CRITICS' CHOICE VIDEO, INC.	74/387072	06-May-1993	1,855,398	20-Sep-1994	42
Registered	THE MOVIE BOOK	CRITICS' CHOICE VIDEO, INC.	74/224489	21-Nov-1991	1706023	04-Aug-1992	16

SCHEDULE V  
OF SECURITY AGREEMENT  
Critics' Choice Video, Inc. page 3

**TRADEMARK/TRADE NAMES OWNED BY CRITICS' CHOICE VIDEO, INC.**

**State Trademark Registrations**

State	Trademark	Owner
	None	

**Trade Names**

Grantor	Country(s) Where Used	Trade Names
	None	

Doc#: DS5:228480.2

**TRADEMARK/TRADE NAMES OWNED BY IMPULSE PRODUCTIONS, INC.**

**U.S. Trademark Registrations**

Service Mark	Application Number/ Registration Number	Date	Class
	None		

**U.S. Trademark Applications**

Mark	Filing Date	Application No.
	None	

**State Trademark Registrations**

State	Trademark	Owner
	None	

**Trade Names**

Grantor	Country(s) Where Used	Trade Names
Impulse Productions, Inc.	United States	Impulse Films
Impulse Productions, Inc.	United States	Impulse Pictures

United States Trademarks Owned by Lifestyle Brands, Ltd.

Status	Trademark Name:	Owner:	Application No:	Filing Date:	Registration No:	Req. Date:	Classes:
Registered	COVENTRY (TYPED)	LIFESTYLE BRANDS, LTD.	72-190342	06-Apr-1964	777377	22-Sep-1964	14
Registered	COVENTRY (TYPED)	LIFESTYLE BRANDS, LTD.	73-152158	15-Dec-1977	1.122.860	24-Jul-1979	25
Registered	COVENTRY (TYPED)	LIFESTYLE BRANDS, LTD.	73-152192	15-Dec-1977	1120400	19-Jun-1979	8
Registered	SARAH (TYPED)	LIFESTYLE BRANDS, LTD.	72-190, 343	06-Apr-1964	777.378	22-Sep-1964	14
Registered	SARAH (TYPED)	LIFESTYLE BRANDS, LTD.	73-167178	20-Apr-1978	1.123.844	07-Aug-1979	42
Registered	SARAH COV. (TYPED)	LIFESTYLE BRANDS, LTD.	114.264	23-Feb-1961	726.242	09-Jan-1962	14
Registered	SARAH COVENTRY (TYPED)	LIFESTYLE BRANDS, LTD.	73-152165	15-Dec-1977	1118099	15-May-1979	8
Registered	SARAH COVENTRY (TYPED)	LIFESTYLE BRANDS, LTD.	72-001851	01-Feb-1956	636.452	30-Oct-1956	14
Registered	SARAH COVENTRY AMERICA	LIFESTYLE BRANDS, LTD.	74732032	13-Sep-1995	2,054,164	22-Apr-1997	9
Registered	SARAH COVENTRY SUPREME	LIFESTYLE BRANDS, LTD.	74413003	15-Jul-1993	1955276	06-Feb-1996	14
Registered	SARASHEEN (TYPED)	LIFESTYLE BRANDS, LTD.	72-126317	21-Aug-1961	733.761	03-Jul-1962	14
Registered	SC & BUTTERFLY DESIGN (OLD)	LIFESTYLE BRANDS, LTD.	693.101	02-Nov-1987	1.503.021	06-Sep-1988	18
Registered	SC & BUTTERFLY DESIGN (OLD)	LIFESTYLE BRANDS, LTD.	692363	29-Oct-1987	1491870	14-Jun-1988	3
Registered	SC & BUTTERFLY DESIGN (OLD)	LIFESTYLE BRANDS, LTD.	692464	29-Oct-1987	1492152	14-Jun-1988	14
Registered	SC & BUTTERFLY DESIGN (OLD)	LIFESTYLE BRANDS, LTD.	692437	29-Oct-1987	1492548	14-Jun-1988	35
Registered	SC (TYPED)	LIFESTYLE BRANDS, LTD.			788735	27-Apr-1965	14

**TRADEMARK/TRADE NAMES OWNED BY LIFESTYLE BRANDS, INC.**

**U.S. Trademark Applications**

Mark	Filing Date	Application No.
	None	

**State Trademark Registrations**

State	Trademark	Owner
	None	

**Trade Names**

Grantor	Country(s) Where Used	Trade Names
Lifestyle Brands, Inc.	United States	Sarah Coventry

Status	Trademark Name:	Owner:	Application No:	Filing Date:	Registration No:	Req. Date:	Classes:
Registered	A PERFECT 10 IN EVERY PACK	PLAYBOY ENTERPRISES, INC.	74/560,159	10-Aug-1994	2,042,238	04-Mar-1997	16
Registered	AFTER DARK VIDEO	PLAYBOY ENTERPRISES, INC.	75/182291	16-Oct-1996	2,107,075	21-Oct-1997	9
Registered	AFTER DARK VIDEO	PLAYBOY ENTERPRISES, INC.	75/256252	12-Mar-1997	2177599	28-Jul-1998	35
Registered	AFTER HOURS	PLAYBOY ENTERPRISES, INC.	73/812,320	13-Jul-1989	1587146	13-Mar-1990	41
Registered	BUNNY	PLAYBOY ENTERPRISES, INC.	233,496	29-Nov-1965	810,555	28-Jun-1966	42
Registered	BUNNY COSTUME	PLAYBOY ENTERPRISES, INC.	171,655	24-Jun-1963	762,884	07-Jan-1964	42
Registered	CENTERFOLD COLLECTOR CARDS	PLAYBOY ENTERPRISES, INC.	75/200931	20-Nov-1996	2114146	18-Nov-1997	16
Registered	DREAM SCREEN	PLAYBOY ENTERPRISES, INC.	75/244736	18-Jul-1996	2170432	30-Jun-1998	9
Registered	EROS COLLECTION	PLAYBOY ENTERPRISES, INC.	75/18354	13-Jun-1996	2204763	24-Nov-1998	41
Registered	EROS COLLECTION	PLAYBOY ENTERPRISES, INC.	75/135074	16-Jul-1996	2177319	28-Jul-1998	09
Registered	FAST SERVE	PLAYBOY ENTERPRISES, INC.	74/488,001	08-Feb-1994	1,892,459	02-May-1995	42
Registered	FEMLIN (DESIGN)	PLAYBOY ENTERPRISES, INC.	122,698	23-Jun-1961	738,387	25-Sep-1962	42
Registered	FEMLIN (DESIGN)	PLAYBOY ENTERPRISES, INC.	141,296	02-Apr-1962	740,025	30-Oct-1962	21
Registered	FEMLIN (WORD)	PLAYBOY ENTERPRISES, INC.	140,944	28-Mar-1962	740,024	30-Oct-1962	21
Registered	GIRLS OF SUMMER	PLAYBOY ENTERPRISES, INC.	74/149675	20-Mar-1991	1,678,521	10-Mar-1992	16
Registered	GIRLS OF THE INTERNET	PLAYBOY ENTERPRISES, INC.	75/010382	25-Oct-1995	2,148,516	07-Apr-1998	41
Registered	HMH (STYLIZED LETTERS)	PLAYBOY ENTERPRISES, INC.	75/226147	15-Jan-1997	2175681	21-Jul-1998	14
Registered	HMH (STYLIZED LETTERS)	PLAYBOY ENTERPRISES, INC.	75/195961	08-Nov-1996	2107306	21-Oct-1997	34
Registered	HTTP://WWW.PLAYBOY.COM	PLAYBOY ENTERPRISES, INC.	74/701251	14-Jul-1995	2011646	29-Oct-1996	42
Registered	HUGH M. HEFNER (Signature)	PLAYBOY ENTERPRISES, INC.	75/195963	08-Nov-1996	2,107,308	21-Oct-1997	34
Registered	INSIDE OUT AND DESIGN	PLAYBOY ENTERPRISES, INC.	74/246397	14-Feb-1992	1720057	29-Sep-1992	9
Registered	KEY W/RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	122,697	23-Jun-1961	738,386	25-Sep-1962	42
Registered	MAN TRACK	PLAYBOY ENTERPRISES, INC.	74/250034	26-Feb-1992	1751242	09-Feb-1993	16
Registered	NIGHT CALLS	PLAYBOY ENTERPRISES, INC.	75/125974	26-Jun-1996	2,052,853	15-Apr-1997	41
Registered	OWL (DESIGN)	PLAYBOY ENTERPRISES, INC.	128,734	27-Sep-1961	743,813	15-Jan-1963	16
Registered	PLAY BOY	PLAYBOY ENTERPRISES, INC.	34,559	29-Jul-1957	689,431	08-Dec-1959	28
Registered	PLAY-BOY	PLAYBOY ENTERPRISES, INC.			610,968	23-Aug-1955	12
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	173,452	22-Jul-1963	769,702	12-May-1964	41
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	72/292374	04-Mar-1968	874451	05-Aug-1969	35
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	563,849	18-Oct-1985	1,393,914	20-May-1986	9
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	74/317862	28-Sep-1992	2043936	11-Mar-1997	10
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.		21-May-1964	791,734	29-Jun-1965	16
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	464,290	06-Feb-1984	1,308,905	11-Dec-1984	14
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	308,405	01-May-1981	1,223,879	18-Jan-1983	5
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	600018	21-Apr-1954	600018	28-Dec-1954	16

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Status	Trademark Name:	Owner:	Application No:	Filing Date:	Registration No:	Reg. Date:	Classes:
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	341,544	14-Dec-1981	1,328,611	02-Apr-1985	25
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	16,693	01-Oct-1957	652,412	01-Oct-1957	9
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	73/065847	14-Oct-1975	1040491	01-Jun-1976	9
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	264,124	30-May-1980	1,320,822	19-Feb-1985	25
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/194996	08-Nov-1996	2,107,294	21-Oct-1997	34
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	166,996	18-Apr-1963	764,820	11-Feb-1964	3
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	72/051788	16-May-1958	676726	07-Apr-1959	16
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	74/702656	13-Jul-1995	2,020,389	03-Dec-1996	42
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	16,694	01-Oct-1956	645,386	14-May-1957	14
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	160,485	10-Jan-1963	755,301	27-Aug-1963	34
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	286,817	13-Dec-1967	871,552	24-Jun-1969	18
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	74/400744	10-Jun-1993	1,886,578	28-Mar-1995	9
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/226140	15-Jan-1997	2,181,438	11-Aug-1998	14
Registered	PLAYBOY	PLAYBOY ENTERPRISES, INC.	2,043,936	28-Sep-1992	2043936	11-Mar-1997	10
Registered	PLAYBOY AND RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	140,943	28-Mar-1962	747,259	26-Mar-1963	14
Registered	PLAYBOY AND RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	238,954	16-Feb-1966	984548	21-May-1974	25
Registered	PLAYBOY AUDIO AND DESIGN	PLAYBOY ENTERPRISES, INC.	75/188096	23-Oct-1996	2,107,167	21-Oct-1997	9
Registered	PLAYBOY CLUB, THE	PLAYBOY ENTERPRISES, INC.	122,528	21-Jun-1961	746,367	05-Mar-1963	42
Registered	PLAYBOY JAZZ FESTIVAL	PLAYBOY ENTERPRISES, INC.	73/415751	04-Mar-1983	1,279,832	29-May-1984	16,25,41
Registered	PLAYBOY PLAYMATE ALUMNI ASSOCIATION	PLAYBOY ENTERPRISES, INC.	75/444470	04-Mar-1998	2,221,735	02-Feb-1999	16
Registered	PLAYBOY RUNNING TEAM	PLAYBOY ENTERPRISES, INC.	75/102156	10-May-1996	2,043,761	11-Mar-1997	41
Registered	PLAYBOY SELECT	PLAYBOY ENTERPRISES, INC.	75/394490	21-Nov-1997	2,193,907	06-Oct-1998	36
Registered	PLAYBOY SPECIAL EDITION	PLAYBOY ENTERPRISES, INC.	74/050612	19-Apr-1990	1,662,536	29-Oct-1991	25
Registered	PLAYBOY SPORT	PLAYBOY ENTERPRISES, INC.	391,489	28-Sep-1982	1,328,616	02-Apr-1985	25
Registered	PLAYBOY TV	PLAYBOY ENTERPRISES, INC.	75/344894	21-Aug-1997	2,190,905	22-Sep-1998	41
Registered	PLAYBOY TV AND DESIGN	PLAYBOY ENTERPRISES, INC.	75/117215	11-Jun-1996	2,077,341	08-Jul-1997	41
Registered	PLAYBOY W/ RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	74/522307	06-May-1994	1,908,471	01-Aug-1995	18
Registered	PLAYBOY W/RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	424,324	03-May-1983	1,318,244	05-Feb-1985	25
Registered	PLAYBOY'S	PLAYBOY ENTERPRISES, INC.	74/132604	23-Jan-1991	1,733,661	17-Nov-1992	41
Registered	PLAYBOY'S BATHING BEAUTIES	PLAYBOY ENTERPRISES, INC.	74/146497	05-Mar-1991	1,697,592	30-Jun-1992	16
Registered	PLAYBOY'S BLONDES BRUNETTES REDHEADS	PLAYBOY ENTERPRISES, INC.	74/146495	05-Mar-1991	1,753,861	23-Feb-1993	16
Registered	PLAYBOY'S BOOK OF LINGERIE	PLAYBOY ENTERPRISES, INC.	74/116048	16-Nov-1990	1,666,709	03-Dec-1991	16
Registered	PLAYBOY'S COLLEGE GIRLS	PLAYBOY ENTERPRISES, INC.	74/146492	05-Mar-1991	1,706,665	11-Aug-1992	16
Registered	PLAYBOY'S GIRLS OF WINTER	PLAYBOY ENTERPRISES, INC.	74/146494	05-Mar-1991	1,744,466	05-Jan-1993	16
Registered	PLAYBOY'S HOT ROCKS	PLAYBOY ENTERPRISES, INC.	74/153860	03-Apr-1991	1,702,195	21-Jul-1992	41

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Status	Trademark Name:	Owner:	Application No:	Filing Date:	Registration No:	Reg. Date:	Classes:
Registered	PLAYBOY'S NUDES	PLAYBOY ENTERPRISES, INC.	74/153753	02-Apr-1991	1694327	16-Jun-1992	16
Registered	PLAYBOY'S PLAYMATE OF THE MONTH	PLAYBOY ENTERPRISES, INC.	72/020267	03-Dec-1956	661391	06-May-1958	16
Registered	PLAYBOY'S PLAYMATE REVIEW	PLAYBOY ENTERPRISES, INC.	74/146496	05-Mar-1991	1,691,469	09-Jun-1992	16
Registered	PLAYBOY'S POCKET PLAYMATES	PLAYBOY ENTERPRISES, INC.	74/731456	13-Sep-1995	1,997,034	27-Aug-1996	16
Registered	PLAYBOY'S SEXIEST HOME VIDEOS	PLAYBOY ENTERPRISES, INC.	74/340116	14-Dec-1992	1,828,099	29-Mar-1994	09
Registered	PLAYBOY/PLAYMATE	PLAYBOY ENTERPRISES, INC.			1984	15-Jul-1993	25
Registered	PLAYBOY/PLAYMATE	PLAYBOY ENTERPRISES, INC.			1957	19-Jun-1993	3
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.			905562	23-Apr-1993	03
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	140,447	22-Mar-1962	749,223	07-May-1963	13
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	563,856	18-Oct-1985	1,393,915	20-May-1986	19
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	464,145	06-Feb-1984	1,308,903	11-Dec-1984	14
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	187,491	26-Feb-1964	777,867	29-Sep-1964	14
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	40,119	05-Nov-1957	721,987	26-Sep-1961	16
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	990,061	05-Mar-1973	990,061	06-Aug-1974	28
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	619,074	10-Sep-1986	1,454,257	25-Aug-1987	18
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	75/368959	06-Oct-1997	2191054	22-Sep-1998	42
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.			15320	26-Apr-1993	103
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.	558,616	16-Sep-1985	1,399,564	01-Jul-1986	25
Registered	PLAYMATE	PLAYBOY ENTERPRISES, INC.			905563	23-Apr-1993	25
Registered	PLAYMATE OF THE YEAR	PLAYBOY ENTERPRISES, INC.	619,058	10-Sep-1981	1,462,762	27-Oct-1987	16
Registered	PLAYMATE OF THE YEAR	PLAYBOY ENTERPRISES, INC.	73/619062	10-Sep-1986	1,462,569	27-Oct-1987	19
Registered	PLAYMATE PROFILE	PLAYBOY ENTERPRISES, INC.	75/363935	26-Sep-1997	2191045	22-Sep-1998	19
Registered	PLAYMATE W/RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	558,617	16-Sep-1985	1,404,136	05-Aug-1986	25
Registered	PLAYMATE WAKE-UP SERVICE	PLAYBOY ENTERPRISES, INC.	74/136399	04-Feb-1991	1,664,570	12-Dec-1991	42
Registered	PLAYMATES	PLAYBOY ENTERPRISES, INC.	108,470	03-Dec-1976	1,084,057	31-Jan-1978	25
Registered	PLAYMATES (STYLIZED)	PLAYBOY ENTERPRISES, INC.	425,224	04-Nov-1939	376,609	02-Apr-1940	25
Registered	PLAYWARE	PLAYBOY ENTERPRISES, INC.	75/019824	14-Nov-1995	2,047,296	25-Mar-1997	42
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	74/132606	23-Jan-1991	1,689,356	26-May-1992	41
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	328,607	18-Sep-1981	1,242,927	21-Jun-1983	25
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	75/226139	15-Jan-1997	2,177,521	28-Jul-1998	14
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	75/188860	10-Oct-1996	2,109,005	28-Oct-1997	10
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	286,818	13-Dec-1967	871,553	24-Jun-1969	18
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	302,074	05-Jul-1968	873,370	22-Jul-1969	28
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	74/702657	13-Jul-1995	1,971,523	30-Apr-1996	42
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	74/456176	29-Oct-1993	1,918,754	12-Sep-1995	19

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Status	Trademark Name:	Owner:	Application No:	Filing Date:	Registration No:	Reg. Date:	Classes:
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	391,484	28-Sep-1982	1,276,276	01-May-1984	25
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	162,258	07-Feb-1963	759,207	29-Oct-1963	14
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	52,117	22-May-1958	675,006	03-Mar-1959	9
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	162,259	07-Feb-1963	761,793	24-Dec-1963	34
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	52,490	28-May-1958	679,997	09-Jun-1959	21
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	75/195962	08-Nov-1996	2,107,307	21-Oct-1997	34
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	563,848	18-Oct-1985	1,393,913	06-May-1986	19
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	166,995	18-Apr-1963	764,819	11-Feb-1964	3
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	686,448	28-Apr-1955	643,926	09-Apr-1957	16
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	67,124	28-Oct-1975	1,058,294	08-Feb-1977	9
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	464,146	06-Feb-1984	1,308,904	11-Dec-1984	14
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	126,699	16-May-1977	1,085,391	14-Feb-1978	19
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	385,805	08-Mar-1971	934,609	23-May-1979	42
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	117,864	14-Apr-1961	728,889	20-Mar-1962	25
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	308,403	01-May-1981	1,223,878	10-Mar-1983	5
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	122,696	23-Jun-1961	743,134	01-Jan-1963	42
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	193,953	21-May-1964	791,333	22-Jun-1965	16
Registered	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	192,592	04-May-1964	784,504	02-Feb-1965	24
Registered	ROMANTICS BY PLAYBOY	PLAYBOY ENTERPRISES, INC.	264,329	02-Jun-1980	1,192,561	23-Mar-1982	25
Registered	SPRING BREAK	PLAYBOY ENTERPRISES, INC.	75/065493	26-Feb-1996	2,021,099	03-Dec-1996	25
Registered	THE CENTERFOLD COLLECTION	PLAYBOY ENTERPRISES, INC.	531,813	12-Apr-1985	1,366,636	22-Oct-1985	16
Registered	THE GOOD TIMES CARD	PLAYBOY ENTERPRISES, INC.	74/686036	08-Jun-1995	2,049,781	01-Apr-1997	25
Registered	THE HOPPENING	PLAYBOY ENTERPRISES, INC.	74/050,571	19-Apr-1990	1,660,410	08-Oct-1991	36
Registered	THE PLAYBOY CHANNEL	PLAYBOY ENTERPRISES, INC.	74/628160	01-Feb-1995	1,941,264	12-Dec-1995	41
Registered	THE PLAYBOY FOUNDATION AND DESIGN	PLAYBOY ENTERPRISES, INC.	391,490	28-Sep-1982	1,266,598	07-Feb-1984	38
Registered	VIDEO CENTERFOLD	PLAYBOY ENTERPRISES, INC.	74/246398	14-Feb-1992	1,743,106	29-Dec-1992	16,42
Registered	VIP W/RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	73/584269	24-Feb-1986	1,442,822	16-Jun-1987	19
Registered	WET & WILD	PLAYBOY ENTERPRISES, INC.	182,481	06-Dec-1963	792,715	13-Jul-1965	42
Registered	WET & WILD	PLAYBOY ENTERPRISES, INC.	74/334423	25-Nov-1992	1,858,914	18-Oct-1994	41
Registered	WET & WILD	PLAYBOY ENTERPRISES, INC.	74/334405	25-Nov-1992	1,826,170	15-Mar-1994	19

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Status	Trademark Name:	Owner:	Application No:	Filing Date:	Classes:
Pending	ALTA LOMA	PLAYBOY ENTERPRISES, INC.	75/466370	10-Apr-1998	19
Pending	ALTA LOMA	PLAYBOY ENTERPRISES, INC.	75/467164	13-Apr-1998	141
Pending	BUNNY COSTUME	PLAYBOY ENTERPRISES, INC.	75/584262	06-Nov-1998	19
Pending	BUYING IN	PLAYBOY ENTERPRISES, INC.	75/444457	04-Mar-1998	136
Pending	CELEBRITY CENTERFOLD	PLAYBOY ENTERPRISES, INC.	75/536194	13-Aug-1998	19
Pending	CENTERFOLD	PLAYBOY ENTERPRISES, INC.	75/576544	26-Oct-1998	142
Pending	CENTERFOLD	PLAYBOY ENTERPRISES, INC.	75/250900	03-Mar-1997	19, 16
Pending	CENTERFOLD	PLAYBOY ENTERPRISES, INC.	75/408590	19-Dec-1997	141
Pending	CENTERFOLD COLLECTIBLES	PLAYBOY ENTERPRISES, INC.	75/346403	25-Aug-1997	19, 16, 42
Pending	CENTERFOLD MEMORABILIA	PLAYBOY ENTERPRISES, INC.	75/346408	25-Aug-1997	19, 16, 42
Pending	CHANNELING	PLAYBOY ENTERPRISES, INC.	75/444362	04-Mar-1998	141
Pending	CLASSIC CENTERFOLD	PLAYBOY ENTERPRISES, INC.	75/346516	25-Aug-1997	19, 16, 42
Pending	CLASSIC CENTERFOLDS	PLAYBOY ENTERPRISES, INC.	75/577252	26-Oct-1998	116
Pending	CLICK BUY	PLAYBOY ENTERPRISES, INC.	75/585799	06-Nov-1998	142
Pending	CLUBLAND	PLAYBOY ENTERPRISES, INC.	75/444451	04-Mar-1998	142
Pending	COMPETE	PLAYBOY ENTERPRISES, INC.	75/444459	04-Mar-1998	142
Pending	EDEN	PLAYBOY ENTERPRISES, INC.	75/520926	20-Oct-1997	135, 41
Pending	EDEN	PLAYBOY ENTERPRISES, INC.	75/520748	17-Jul-1998	141
Pending	FASHIONABLE LIFE	PLAYBOY ENTERPRISES, INC.	75/631452	17-Jul-1998	19
Pending	FASHIONABLE LIVING	PLAYBOY ENTERPRISES, INC.	75/630870	01-Feb-1999	142
Pending	FOR COUPLES ONLY	PLAYBOY ENTERPRISES, INC.	75/606363	29-Jan-1999	142
Pending	GIRLS OF THE INTERNET	PLAYBOY ENTERPRISES, INC.	75/600214	16-Dec-1998	19
Pending	HMH	PLAYBOY ENTERPRISES, INC.	75/602790	07-Dec-1998	19
Pending	HMH	PLAYBOY ENTERPRISES, INC.	75/599718	10-Dec-1998	16
Pending	HMH	PLAYBOY ENTERPRISES, INC.	75/599719	04-Dec-1998	121
Pending	HMH (STYLIZED LETTERS)	PLAYBOY ENTERPRISES, INC.	75/500931	04-Dec-1998	125
Pending	HMH MANSION GATE DESIGN	PLAYBOY ENTERPRISES, INC.	75/602063	12-Jun-1998	125
Pending	IT'S YOUR LIFE ... IT'S YOUR CALL	PLAYBOY ENTERPRISES, INC.	74/544510	09-Dec-1998	125
Pending	MISCELLANEOUS DESIGN	PLAYBOY ENTERPRISES, INC.	75/006784	01-Jul-1994	138
Pending	MISS	PLAYBOY ENTERPRISES, INC.	75/186200	10-Sep-1996	133
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/562928	23-Oct-1996	109, 16, 41
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/626867	02-Oct-1998	128
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/626867	25-Jan-1999	118
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/562929	02-Oct-1998	18
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.		06-Nov-1998	118

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**TRADEMARK**

Status	Trademark Name:	Owner:	Application No.:	Filing Date:	Classes:
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/500930	12-Jun-1998	125
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/512361	02-Jul-1998	112
Pending	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/408604	19-Dec-1997	141
Pending	PLAYBOY 2000	PLAYBOY ENTERPRISES, INC.	75/512759	02-Jul-1998	112
Pending	PLAYBOY AUDIO CENTERFOLD	PLAYBOY ENTERPRISES, INC.	75/408603	19-Dec-1997	141
Pending	PLAYBOY CENTERFOLD	PLAYBOY ENTERPRISES, INC.	75/250901	03-Mar-1997	19, 16
Pending	PLAYBOY CENTERFOLDS	PLAYBOY ENTERPRISES, INC.	75/368956	06-Oct-1997	142
Pending	PLAYBOY CO-ED	PLAYBOY ENTERPRISES, INC.	75/635196	05-Feb-1999	116
Pending	PLAYBOY COOL	PLAYBOY ENTERPRISES, INC.	75/444456	04-Mar-1998	19, 25
Pending	PLAYBOY CYBER CLUB	PLAYBOY ENTERPRISES, INC.	75/347353	26-Aug-1997	142
Pending	PLAYBOY EXPERIENCE AND DESIGN	PLAYBOY ENTERPRISES, INC.		14-Nov-1997	
Pending	PLAYBOY EXPERIENCE AND DESIGN	PLAYBOY ENTERPRISES, INC.	75/205244	27-Nov-1996	3, 6, 9, 10, 14, 16, 18, 20, 21, 24, 25, 27, 28, 30, 32, 34, 35, 42,
Pending	PLAYBOY NETWORK	PLAYBOY ENTERPRISES, INC.	75/408606	19-Dec-1997	141
Pending	PLAYBOY PERSONALS	PLAYBOY ENTERPRISES, INC.	75/408605	19-Dec-1997	141
Pending	PLAYBOY RADIO COMMUNICATIONS	PLAYBOY ENTERPRISES, INC.	75/408607	19-Dec-1997	141
Pending	PLAYBOY SNOWBOARDS	PLAYBOY ENTERPRISES, INC.	75/465972	10-Apr-1998	125
Pending	PLAYBOY-THE OFFICIAL MAGAZINE OF THE MILLENNIUM	PLAYBOY ENTERPRISES, INC.	75/584261	06-Nov-1998	116
Pending	PLAYBOY-THE OFFICIAL MAGAZINE OF THE MILLENNIUM	PLAYBOY ENTERPRISES, INC.	75/584935	09-Nov-1998	135
Pending	PLAYMAT	PLAYBOY ENTERPRISES, INC.	75/450860	16-Mar-1998	19
Pending	PLAYMATE	PLAYBOY ENTERPRISES, INC.	75/408699	19-Dec-1997	141
Pending	PLAYMATE	PLAYBOY ENTERPRISES, INC.	75/501592	12-Jun-1998	125
Pending	PLAYMATE	PLAYBOY ENTERPRISES, INC.	75/582250	03-Nov-1998	19
Pending	PLAYMATE WAKE-UP SERVICE	PLAYBOY ENTERPRISES, INC.		12-Nov-1997	
Pending	PLAYMATES OF THE MONTH	PLAYBOY ENTERPRISES, INC.	74/149693	20-Mar-1991	125
Pending	PLAYWEAR	PLAYBOY ENTERPRISES, INC.	75/443815	03-Mar-1998	125
Pending	PMOY	PLAYBOY ENTERPRISES, INC.	75/467337	13-Apr-1998	116
Pending	POP	PLAYBOY ENTERPRISES, INC.	75/611086	22-Dec-1998	142
Pending	PROWL	PLAYBOY ENTERPRISES, INC.	75/449488	13-Mar-1998	142
Pending	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	75/501593	12-Jun-1998	125
Pending	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	75/512633	02-Jul-1998	112
Pending	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.		02-Oct-1998	18
Pending	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	75/562927	02-Oct-1998	128
Pending	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.	75/563680	03-Nov-1998	19
Pending	RABBIT HEAD DESIGN	PLAYBOY ENTERPRISES, INC.		25-Jan-1999	118
Pending	REBOOT	PLAYBOY ENTERPRISES, INC.	75/444453	04-Mar-1998	142

1. Playboy Enterprises, Inc. is listed as the owner of the trademarks on the date hereof. Simultaneously with the filing of the Security Agreement, Playboy Enterprises, Inc. has submitted documentation to the Patent and Trademark Office reporting its merger with Playboy Acquisition Corp. and that the surviving entity's name is Playboy Enterprises International, Inc.

TRADEMARK

Status	Trademark Name:	Owner:	Application No:	Filing Date:	Classes:
Pending	ROAM	PLAYBOY ENTERPRISES, INC.	75/444458	04-Mar-1998	42
Pending	ROMANTICS	PLAYBOY ENTERPRISES, INC.	74/366975	11-Mar-1993	25
Pending	SCRAWL	PLAYBOY ENTERPRISES, INC.	75/444363	04-Mar-1998	42
Pending	SEX COURT	PLAYBOY ENTERPRISES, INC.	75/512663	02-Jul-1998	41
Pending	SEX LIFE	PLAYBOY ENTERPRISES, INC.	75/444454	04-Mar-1998	42
Pending	SEXCETERA	PLAYBOY ENTERPRISES, INC.	75/611057	22-Dec-1998	42
Pending	SNOWBOARD RABBIT DESIGN	PLAYBOY ENTERPRISES, INC.	75/465613	10-Apr-1998	25
Pending	STRIP SEARCH	PLAYBOY ENTERPRISES, INC.		10-Mar-1999	9
Pending	TECHCHICK	PLAYBOY ENTERPRISES, INC.	75/444452	04-Mar-1998	42
Pending	THE BACHELOR PAD	PLAYBOY ENTERPRISES, INC.	75/444460	04-Mar-1998	41
Pending	THE MOST VISITED GLOBAL ENTERTAINMENT SITE FOR MEN	PLAYBOY ENTERPRISES, INC.	75/444455	04-Mar-1998	41
Pending	THE SEXIEST PHONE CARDS ON THE PLANET!	PLAYBOY ENTERPRISES, INC.	75/611489	23-Dec-1998	36
Pending	THE SURF STOPS HERE	PLAYBOY ENTERPRISES, INC.	75/378184	22-Oct-1997	35
Pending	WET AND WILD	PLAYBOY ENTERPRISES, INC.	75/566654	07-Oct-1998	16

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Status	Trademark Name:	Owner:	Application No:	Filing Date:	Classes:
Published	DIRECT MALE	PLAYBOY ENTERPRISES, INC.	75/408698	19-Dec-1997	41
Published	EAR PICTURE	PLAYBOY ENTERPRISES, INC.	75/450509	16-Mar-1998	41
Published	PLAYBOY	PLAYBOY ENTERPRISES, INC.	75/364377	29-Sep-1997	9
Published	PLAYBOY 2000	PLAYBOY ENTERPRISES, INC.	75/354657	10-Sep-1997	35
Published	PLAYBOY LATINO	PLAYBOY ENTERPRISES, INC.	75/368960	06-Oct-1997	16
Published	PLAYBOY MANSION	PLAYBOY ENTERPRISES, INC.	75/372284	14-Oct-1997	41
Published	PLAYBOY SNOWBOARDS	PLAYBOY ENTERPRISES, INC.	75/466369	10-Apr-1998	28
Published	PLAYBOY-THE ENTERTAINMENT VEHICLE FOR THE MILLENNI	PLAYBOY ENTERPRISES, INC.	75/376435	20-Oct-1997	35
Published	PLAYBOY-THE OFFICIAL ENTERTAINMENT COMPANY FOR THE	PLAYBOY ENTERPRISES, INC.	75/376437	20-Oct-1997	35
Published	PLAYBOY-THE OFFICIAL MILLENNIAL WEBSITE	PLAYBOY ENTERPRISES, INC.	75/354662	10-Sep-1997	35, 42
Published	PLAYBOY-THE OFFICIAL WORLD WIDE BRAND OF THE MILL	PLAYBOY ENTERPRISES, INC.	75/354658	10-Sep-1997	35
Published	SNOWBOARD RABBIT DESIGN	PLAYBOY ENTERPRISES, INC.	75/466371	10-Apr-1998	28

1. Playboy Enterprises, Inc. is listed as the owner of the trademarks on the date hereof. Simultaneously with the filing of the Security Agreement, Playboy Enterprises, Inc. has submitted documentation to the Patent and Trademark Office reporting its merger with Playboy Acquisition Corp. and that the surviving entity's name is Playboy Enterprises International, Inc.

SCHEDULE V  
 OF SECURITY AGREEMENT  
 Playboy Enterprises International,  
 Inc., f/k/a Playboy Enterprises,  
 Inc. page 9

TRADEMARK/TRADE NAMES OWNED BY PLAYBOY ENTERPRISES, INC.<sup>2/</sup>

State Trademark Registration

State	Trademark	Owner
California	Playboy	Playboy Enterprises, Inc.
California	Playmates	Playboy Enterprises, Inc.
California	Rabbit Head Design	Playboy Enterprises, Inc.
California	Rabbit Head Design	Playboy Enterprises, Inc.
Louisiana	Playmate (25)	Playboy Enterprises, Inc.
Louisiana	Playmate (3)	Playboy Enterprises, Inc.
Illinois	Playmate	Playboy Enterprises, Inc.

Trade Names

Grantor	Country(s) Where Used	Trade Names
	None	

<sup>2/</sup> Playboy Enterprises, Inc. is listed as the owner of the trademarks on the date hereof. Simultaneously with the filing of the Security Agreement, Playboy Enterprises, Inc. has submitted documentation to the United States Patent and Trademark Office reporting its merger with Playboy Acquisition Corp. and that the surviving entity's name is Playboy Enterprises International, Inc.



United States Trademarks Owned by Playboy Entertainment Group, Inc.

Status	Trademark Name:	Owner:	Application No:	Filing Date:	Registration No:	Reg. Date:	Classes:
Registered	INSIDE OUT	PLAYBOY ENTERTAINMENT GROUP, INC.	74/158816	19-Apr-1991	1707314	11-Aug-1992	41
Registered	PLAYBOY 360 AND DESIGN	PLAYBOY ENTERTAINMENT GROUP, INC.	74/158815	19-Apr-1991	1743638	29-Dec-1992	41

**TRADEMARK/TRADE NAMES OWNED BY  
PLAYBOY ENTERTAINMENT GROUP, INC.**

**U.S. Trademark Applications**

<b>Mark</b>	<b>Filing Date</b>	<b>Application No.</b>
	None	

**State Trademark Registrations**

<b>State</b>	<b>Trademark</b>	<b>Owner</b>
	None	

**Trade Names**

<b>Grantor</b>	<b>Country(s) Where Used</b>	<b>Trade Names</b>
Playboy Entertainment Group, Inc.	United States	Playboy Records
Playboy Entertainment Group, Inc.	United States	Playboy Film

**TRADEMARK/TRADE NAMES OWNED BY  
SPICE ENTERTAINMENT COMPANIES, INC.**

**U.S. Trademark Registrations**

Service Mark	Application Number/ Registration Number	Date	Class
CVS and Design	1,932,438	11/07/95	41
Cable Video Store	1,433,268	3/17/87	38
Cable Video Store and Design (U.K.)	1,526,386	2/09/93	38
Cable Video Store...A Video Store in Your Home	1,766,245	4/20/93	38
Erotic Shopping for Grown-Ups at Play	2,015,516	11/12/96	42
Guest Cinema	1,530,197	3/14/89 10/02/95 Renewal	41
Private Shopping or Private Moments	2,015,515	11/12/96	42
Spice	1,690,906	6/02/92	41
Spice (U.K.)	1,583,103	8/27/94	41
Spice and Design (Rainbow Design)	1,766,316	4/20/93	41
Spice and Design (Old Logo)	1,763,396	4/16/93	41
Hot Spice	75-400-866	12/05/97	10, 25, 41

**U.S. Trademark Applications**

Mark	Filing Date	Application No.
	None	

Doc#:DS5:228480.2

**State Trademark Registration**

State	Trademark	Owner
	None	

**Trade Names**

Grantor	Country(s) Where Used	Trade Names
	None	

The following entities do not own trademarks registered with the United States Patent and Trademark Office or any State and do not utilize tradenames:

1. Alta Loma Distribution, Inc..
2. Alta Loma Entertainment, Inc.
3. Cameo Films, Inc.
4. Lake Shore Press, Inc.
5. Mystique Films, Inc.
6. PEI Holdings, Inc.
7. Playboy Club of Hollywood, Inc.
8. Playboy Club of New York, Inc.
9. Playboy Clubs International, Inc.
10. Playboy Enterprises, Inc. f/k/a New Playboy, Inc.
11. Playboy Gaming International, Ltd.
12. Playboy Gaming Nevada, Inc.
13. Playboy Models, Inc.
14. Playboy of Lyons, Inc.
15. Playboy of Sussex, Inc.
16. Playboy Preferred, Inc.
17. Playboy Properties, Inc.
18. Playboy Shows, Inc.
19. Precious Films, Inc.
20. Special Editions, Ltd.
21. Steelton, Inc.
22. Telecom International, Inc.
23. Women Productions, Inc.
24. CPV Productions, Inc.
25. Cyberspice, Inc.
26. MH Pictures, Inc.
27. Spice Direct, Inc.
28. Spice International, Inc.
29. Spice Productions, Inc.

SCHEDULE VI TO THE SECURITY AGREEMENT

UNCERTIFICATED EQUITY INTERESTS

<u>Pledgor</u>	<u>Issuer</u>	<u>Registered Owner</u>	<u>Number and Class of Shares Outstanding</u>	<u>Number of Shares Owned by Pledgor</u>	<u>Percentage of Shares Owned by Pledgor to be Pledged</u>
2. Playboy Enterprises International, Inc.	Playboy Products & Services International B.V.	Playboy Enterprises, Inc.	20 Shares of Common Stock Outstanding	20 Shares of Common Stock Outstanding	65% 13 Shares
	SEI Inc ApS	Playboy Enterprises, Inc.	125 Shares	125 Shares	Approximately 65% - 81 Shares
	VIPress Poland sp z.o.o.	Playboy Enterprises, Inc.	100 Shares of Common Stock Outstanding	84 Shares of Common Stock	Approximately 65% - 55 Shares
2. Spice Entertainment Companies, Inc. (to be named Spice Entertainment, Inc. immediately following the closing date.)	SEI 2 ApS	Spice Entertainment Companies, Inc.	125 Shares	125 Shares	Approximately 65% - 81 Shares

TRADEMARK

REEL: 002382 FRAME: 0923

Pledgor	Issuer	Registered Owner	Number and Class of Shares Outstanding	Number of Shares Owned by Pledgor	Percentage of Shares Owned by Pledgor to be Pledged
Spice Entertainment Companies, Inc. (to be named Spice Entertainment, Inc. immediately following the closing date.)	SEI 3 ApS	Spice Entertainment Companies, Inc.	125 Shares	125 Shares	Approximately 65% - 81 Shares
Spice Entertainment Companies, Inc. (to be named Spice Entertainment, Inc. immediately following the closing date.)	SEI 4 ApS	Spice Entertainment Companies, Inc.	125 Shares	125 Shares	Approximately 65% - 81 Shares
3. Playboy Entertainment Group, Inc.	Playboy TV International LLC (not yet formed)	Playboy Entertainment Group, Inc. (when issued)	TBD	TBD	100%