

05-07-2003

ATTAL OF DOCUMENT FOR RECORDATION  
TRADEMARKS ONLY

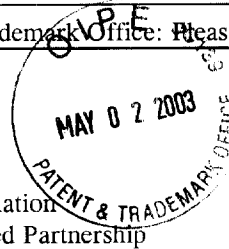


Patent Office: Please record the attached original documents or copy thereof.

1. 102441004  
General Media Communications, Inc.

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

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



2. Name and address of receiving party(ies):  
Name: The Bank of New York  
Street Address: 101 Barclay Street  
5-2-03  
City: New York State NY ZIP 10286

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

Execution Date: December 21, 1993

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

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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/437,896; 76/439,605; 76/478,036

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

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

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

6. Number of applications and registrations involved:  
3

7. Total fee (37 CFR 3.41): . . . \$90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number  
06-1205  
(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Leslie K. Mitchell                      [Signature]                      May 1, 2003  
Name of Person Signing                      Signature                      Date

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

05/06/2003 TDIAZ1 00000151 061205 76437896  
01 FC:8521 40.00 CH  
02 FC:8522 50.00 CH  
NY, MAIN 346667V1

TRADEMARK  
REEL: 002725 FRAME: 0504

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement") is dated as of December 21, 1993 and is made by General Media, Inc., a Delaware corporation (the "Company"), and each direct and indirect subsidiary of the Company listed on the signature pages hereto (together with any other direct or indirect subsidiary of the Company that hereafter becomes a party to this Agreement, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors together with the Company and any other Person agreeing to be bound hereby as a "Grantor" are collectively referred to herein as the "Grantors") in favor of IBJ Schroder Bank & Trust Company, having an address at One State Street, New York, New York, 10004, as collateral agent (in such capacity, together with any successor trustee under and appointed in accordance with the Indenture referred to below, the "Collateral Agent") for the benefit of Collateral Agent and the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, pursuant to that certain Indenture (as such Indenture may be amended, supplemented or otherwise modified from time to time, the "Indenture") dated as of December 21, 1993 by and among the Company, the Subsidiary Guarantors party thereto and IBJ Schroder Bank & Trust Company, as trustee (in such capacity, together with its successors in such capacity, the "Trustee"), the Company has issued \$85 million in aggregate principal amount of 10-5/8% Senior Secured Notes due 2000 (together with any notes issued pursuant to the Indenture in replacement thereof or in exchange or substitution therefor, the "Senior Secured Notes");

WHEREAS, pursuant to the Indenture, each of the Subsidiary Grantors has guaranteed the obligations of the Company in respect of the Indenture and the Senior Secured Notes;

WHEREAS, the Grantors and Collateral Agent have entered into that certain Security Agreement dated as of December 21, 1993 (as such Security Agreement may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Security Agreement), pursuant to which each Grantor has granted to Collateral Agent, for Collateral Agent's benefit and for the benefit of the holders of Senior Secured Notes, a security interest in certain assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure such Grantor's obligations under the Indenture and, in the case of the Company, the Senior Secured Notes; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Collateral Agent, for Collateral Agent's benefit and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following in each case whether presently existing or hereafter created or acquired (all of the following items or types of property being herein collectively

referred to as the "Trademark Collateral") to secure the Secured Obligations of such Grantor:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto and any and all renewals of any of the foregoing, and all of the goodwill of the business associated with each Trademark;
- (2) each Trademark License; and
- (3) all products (other than Inventory) and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the trademarks licensed under any Trademark License, and (b) injury to the goodwill of the business associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page(s) Follow]

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

GENERAL MEDIA, INC., a Delaware corporation

By: 

Name: Patrick J. Corvin

Title: Executive Vice President

**SUBSIDIARY GRANTORS:**

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

By: 

Name: Patrick J. Corvin

Title: Senior Vice President

of each Subsidiary Grantor

IBJ SCHRODER BANK & TRUST COMPANY, as Collateral Agent

By: 

Name: Tom Boyert

Title: Assistant Vice President

## **SCHEDULE B**

### **Trademark Applications Filed 2002**

1. Owner: General Media Communications, Inc.  
Mark: VARIATIONS  
Serial No.: 76/437,896  
Filing Date: August 2, 2002
2. Owner: General Media Communications, Inc.  
Mark: PENTHOUSE KEY CLUB  
Serial No.: 76/439,605  
Filing Date: August 9, 2002
3. Owner: General Media Communications, Inc.  
Mark: PENTHOUSE KEY CLUB logo  
Serial No.: 76/478,036  
Filing Date: December 23, 2002

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