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TRANSMITTAL OF DOC
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To the Director, U.S. Patent and Trademark Office: Pl or copy thereof.

MAY 0 2 2003 PATENT & TRADEMARK OFFICE

1 Name of conveying party(ies):

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

rty(ies):

Name: The Bank of New York

Street Address: 101 Barclay Street

5-2-03

City: New York State NY ZIP 10286

☐ 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

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

Execution Date: December 21, 1993

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

A. Trademark Application No.(s)

Attached at Tab 1

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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:

9

7. Total fee (37 CFR 3.41): . . $ 240.00

☐ 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 — Name of Person Signing
Leslie K. Mitchell — Signature
May 1, 2003 — Date

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

05/06/2003 TDIAZ1 00000150 061205 76247155
01 FC:8521 40.00 CH
02 FC:8522 200.00 CH

NY_MAIN 465021

SCHEDULE B

Trademark Applications Filed In 2001

1. Owner: GMCI Internet Operations, Inc.
   Mark: CARTOONWANK
   Serial No.: 76/247,155
   Filing Date: April 26, 2001

2. Owner: GMCI Internet Operations, Inc.
   Mark: CARTOONWANK.COM
   Serial No.: 76/247,306
   Filing Date: April 26, 2001

3. Owner: General Media Communications, Inc.
   Mark: PENTHOUSE
   Serial No.: 76/348,701
   Filing Date: December 13, 2001

4. Owner: General Media Communications, Inc.
   Mark: PENTHOUSE BLACK LABEL
   Serial No.: 76/227,920
   Filing Date: March 21, 2001

5. Owner: General Media Communications, Inc.
   Mark: PENTHOUSE BLACK LABEL
   Serial No.: 76/227,798
   Filing Date: March 21, 2001

6. Owner: General Media Communications, Inc.
   Mark: PENTHOUSE BLACK LABEL
   Serial No.: 76/227,797
   Filing Date: March 21, 2001

7. Owner: General Media Communications, Inc.
   Mark: THE PENTHOUSE SELECTION and Design
   Serial No.: 76/348,407
   Filing Date: December 13, 2001

8. Owner: General Media Communications, Inc.
   Mark: Three Key Logo Design
   Serial No.: 76/348,406
   Filing Date: December 13, 2001

9. Owner: General Media Communications, Inc.
   Mark: THE GIRLS OF PENTHOUSE
   Serial No.: 76/315,680
   Filing Date: September 21, 2001

TRADEMARK SECURITY AGREEMENT

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

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

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

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

WHEREAS, each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed beneath such Grantor's name on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed beneath such Grantor's name on Schedule 1 annexed hereto;

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

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

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto and any and all renewals of any of the foregoing, and all of the goodwill of the business associated with each Trademark;

(2) each Trademark License; and

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

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

[Signature Page(s) Follow]

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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. Colvin
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. Colvin
Title: Senior Vice President
of each Subsidiary Grantor

IBJ SCHRODER BANK & TRUST COMPANY, as Collateral Agent

By: _____
Name: Tom Bogert
Title: Assistant Vice President

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RECORDED: 05/02/2003
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