

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Penthouse Media Group Inc.		10/05/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NAFT Ventures I LLC
<b>Street Address:</b>	6800 Broken Sound Parkway
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33487
<b>Entity Type:</b>	Limited Liability Company: UNKNOWN

**PROPERTY NUMBERS Total: 53**

Property Type	Number	Word Mark
Registration Number:	2515315	CARTOONWANK
Registration Number:	2515316	CARTOONWANK.COM
Registration Number:	2422063	AMATEUR SWITCHBOARD
Registration Number:	1367529	BALLOONHEADS
Registration Number:	2437493	EARTHLINK SCIENCE
Registration Number:	1292185	FORUM
Registration Number:	1359176	HOT TALK
Registration Number:	2420091	MIND & MUSCLE POWER
Registration Number:	2420110	MIND & MUSCLE POWER
Registration Number:	1323232	
Registration Number:	0880922	PENTHOUSE
Registration Number:	2435702	PENTHOUSE
Registration Number:	1064636	PENTHOUSE
Registration Number:	1074534	PENTHOUSE

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Registration Number:	2686386	PENTHOUSE
Registration Number:	2386351	PENTHOUSE
Registration Number:	1430050	PENTHOUSE
Registration Number:	1515321	PENTHOUSE
Registration Number:	1862414	PENTHOUSE
Registration Number:	2738557	PENTHOUSE
Registration Number:	1963425	PENTHOUSE COMIX
Registration Number:	2243111	PENTHOUSE COMIX
Registration Number:	2190434	PENTHOUSE EROTICA
Registration Number:	1020498	PENTHOUSE FORUM
Registration Number:	1367554	PENTHOUSE LETTERS
Registration Number:	1960448	PENTHOUSE MEN'S ADVENTURE COMIX
Registration Number:	2450888	PENTHOUSE MENS CLUB
Registration Number:	1289736	PENTHOUSE PETS
Registration Number:	2441085	PENTHOUSE.COM
Registration Number:	2337421	PENTHOUSEMAG.COM
Registration Number:	1128612	PET OF THE MONTH
Registration Number:	1121403	PET OF THE YEAR
Registration Number:	2546647	PETNET
Registration Number:	2531771	SAVE THE ARTS
Registration Number:	2554332	SPORTING AMERICA
Registration Number:	2701927	THE GIRLS OF PENTHOUSE
Registration Number:	2810417	THE PENTHOUSE CLUB
Registration Number:	2738555	THE PENTHOUSE SELECTION
Registration Number:	1092929	
Registration Number:	1323231	
Registration Number:	1073618	
Registration Number:	1862415	
Registration Number:	2346129	
Registration Number:	2744275	
Registration Number:	1104321	VARIATIONS
Registration Number:	2185045	VARIATIONS
Registration Number:	2459720	VARIATIONS
Registration Number:	2721206	VARIATIONS
Serial Number:	76581658	PENTHOUSE

Serial Number:	76227798	PENTHOUSE BLACK LABEL
Serial Number:	76526068	PENTHOUSE BOUTIQUE
Serial Number:	76543697	PENTHOUSE CHANNEL
Serial Number:	76588435	PENTHOUSE EXECUTIVE CLUB

**CORRESPONDENCE DATA**

Fax Number: (212)527-7701  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-527-7700  
Email: tmdocket@darbylaw.com  
Correspondent Name: Darby & Darby P.C.  
Address Line 1: P.O. Box 5257  
Address Line 4: New York, NEW YORK 10150-5257

NAME OF SUBMITTER:	Jonathan Matkowsky
Signature:	/jonathan matkowsky/
Date:	02/02/2005

Total Attachments: 6  
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## 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 October 5, 2004 and is made by **Penthouse Media Group 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 **NAFT Ventures I LLC**, having an address at 6800 Broken Sound Parkway, Boca Raton, Florida 33487, in its capacity as Agent (as defined below) for the benefit of Agent and the Lenders (as defined in the Loan and Security Agreement referred to below).

**WHEREAS**, pursuant to that certain Loan and Security Agreement (as such Loan and Security Agreement may be amended, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") dated as of October 5, 2004 by and among the Company, the Subsidiary Guarantors party thereto, the Lenders party thereto and **NAFT Ventures I LLC**, as agent (in such capacity, together with its successors in such capacity, the "Agent"), the Lenders have agreed to extend credit to the Company consisting of a revolving credit facility in the aggregate principal amount not to exceed \$20 million at any time outstanding (the "Loans");

**WHEREAS**, pursuant to the Loan and Security Agreement, each of the Subsidiary Grantors has guaranteed the obligations of the Company in respect of the Loan and Security Agreement and the Loans;

**WHEREAS**, pursuant to the Loan and Security Agreement each Grantor has granted to Agent, for Agent's benefit and for the benefit of the Lenders, 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, 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 Loan and Security Agreement and, in the case of the Company, the Loans; 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 Agent, for Agent's benefit and for the ratable benefit of the Lenders, 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 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 the Schedule I annexed hereto and any and

Trademark applications referred to in the Schedule I 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

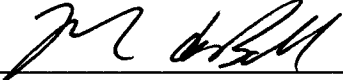
(3) all products (other than Inventory) and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto 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 Agent pursuant to the Loan and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and 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 and Agent have caused this Trademark Security Agreement to be duly executed and delivered by their respective undersigned duly authorized officer as of the date first written above.

PENTHOUSE MEDIA GROUP INC., a Delaware Corporation

By:   
Name: Marc H. Bell  
Title: President

SUBSIDIARY GRANTORS:

GENERAL MEDIA ART HOLDING, INC.  
GENERAL MEDIA COMMUNICATIONS, INC.  
GENERAL MEDIA ENTERTAINMENT, INC.  
GENERAL MEDIA (UK), LTD.  
GMCI INTERNET OPERATIONS, INC.  
GMI ON-LINE VENTURES, LTD.  
PENTHOUSE IMAGES ACQUISITIONS, LTD.  
PURE ENTERTAINMENT TELECOMMUNICATIONS, INC.

By:   
Name: Marc H. Bell  
Title: President of each Subsidiary Guarantor

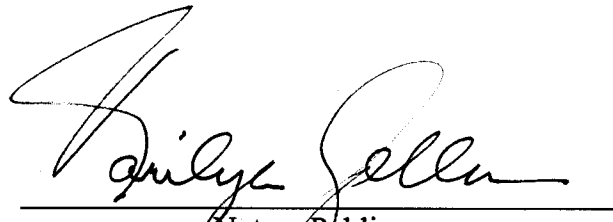
NAFT VENTURES I LLC, as Agent

By:   
Name: Marc H. Bell  
Title: Managing Member

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

On October 5, 2004, before me Marilyn Geller, a Notary Public, personally appeared MARC H. BELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Notary Public  
MARILYN GELLER  
Notary Public, State of New York  
No. 01-GE4725644  
Qualified in Queens County  
Commission Expires Nov. 30 2006

(Seal)

SCHEDULE A  
to the Trademark Security Agreement Dated as of October 5, 2004

U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
PENTHOUSE	76/581,658	March 16, 2004
PENTHOUSE BLACK LABEL	76/227,798	March 21, 2001
PENTHOUSE BOUTIQUE logo	76/526,068	June 19, 2003
PENTHOUSE CHANNEL	76/543,697	August 29, 2003
PENTHOUSE EXECUTIVE CLUB logo	76/588,435	April 22, 2004

U.S. TRADEMARK REGISTRATIONS

MARK	Registration No.	REGISTERED
CARTOONWANK	2,515,315	December 4, 2001
CARTOONWANK.COM	2,515,316	December 4, 2001
AMATUER SWITCHBOARD	2,422,063	January 16, 2001
BALLONHEADS DESIGN	1,367,529	October 29, 1985
EARTHLINK SCIENCE	2,437,493	March 20, 2001
FORUM	1,292,185	August 28, 1984
HOT TALK	1,359,176	September 10, 1985
MIND & MUSCLE POWER	2,420,091	January 9, 2001
MIND & MUSCLE POWER logo	2,420,110	January 9, 2001
ONE KEY LOGO	1,323,232	March 5, 1985
PENTHOUSE	880,922	November 18, 1969
PENTHOUSE	2,435,702	March 13, 2001
PENTHOUSE	1,064,636	April 26, 1977
PENTHOUSE	1,074,534	October 4, 1977
PENTHOUSE	2,686,386	February 11, 2003
PENTHOUSE	2,386,351	September 12, 2000
PENTHOUSE	1,430,050	February 24, 1987
PENTHOUSE	1,515,321	December 6, 1988
PENTHOUSE	1,862,414	November 15, 1994
PENTHOUSE	2,738,557	July 15, 2003
PENTHOUSE COMIX	1,963,425	March 19, 1996



MARK	Registration No.	REGISTERED
PENTHOUSE COMIX	2,243,111	May 4, 1999
PENTHOUSE EROTICA	2,190,434	September 22, 1998
PENTHOUSE FORUM	1,020,498	September 16, 1975
PENTHOUSE LETTERS	1,367,554	October 29, 1985
PENTHOUSE MEN'S ADVENTURE COMIX	1,960,448	March 5, 1996
PENTHOUSE MEN'S CLUB	2,450,888	May 15, 2001
PENTHOUSE PETS	1,289,736	August 14, 1984
PENTHOUSE.COM	2,441,085	April 3, 2001
PENTHOUSEMAG.COM	2,337,421	April 4, 2000
PET OF THE MONTH	1,128,612	January 1, 1980
PET OF THE YEAR	1,121,403	July 3, 1979
PETNET	2,546,647	March 12, 2002
SAVE THE ARTS	2,531,771	January 22, 2002
SPORTING AMERICA	2,554,332	March 26, 2002
THE GIRLS OF PENTHOUSE	2,701,927	April 1, 2003
THE PENTHOUSE CLUB logo	2,810,417	February 3, 2004
THE PENTHOUSE SELECTION	2,738,555	July 15, 2003
THREE KEY LOGO	1,092,929	June 6, 1978
THREE KEY LOGO	1,323,231	March 5, 1985
THREE KEY LOGO	1,073,618	September 20, 1997
THREE KEY LOGO	1,862,415	November 15, 1994
THREE KEY LOGO	2,346,129	April 25, 2000
THREE KEY LOGO	2,744,275	July 29, 2003
VARIATIONS	1,104,321	October 17, 1978
VARIATIONS	2,185,045	August 25, 1998
VARIATIONS	2,459,720	June 12, 2001
VARIATIONS	2,721,206	June 3, 2003