

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Felix Dennis		02/01/2001	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Peter Godfrey
Street Address:	128 Beachside Avenue
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2191323	STUFF
Registration Number:	2072696	MAXIM
Serial Number:	76021933	MAXIM
Serial Number:	76066974	CLUB MAXIM
Serial Number:	76173617	MAXIM BOOKS
Serial Number:	76213757	MAXIM CASINO
Serial Number:	76027237	PS
Serial Number:	75903514	MAXIM GOLF
Serial Number:	76057666	MAXIM RADIO
Serial Number:	76057667	MAXIM SPORTS BARS
Serial Number:	76020913	MAXIM ONLINE
Serial Number:	75527831	MAXIM TV
Serial Number:	75527695	MAXIM TV
Serial Number:	75898609	MAXIMONLINE.COM

CH \$1315.00 2191323

Serial Number:	76134101	MAXIMWEAR
Serial Number:	76240815	MAXIM
Serial Number:	76240817	MAXIM
Serial Number:	76240814	MAXIM
Serial Number:	76240056	MAXIM MUSIC
Serial Number:	76057668	MAXIM FILMS
Serial Number:	76266265	MAXIM
Serial Number:	76341505	MAXIM ENTERTAINMENT NETWORK
Serial Number:	76341506	MEN
Serial Number:	76348450	MAXIM MAGAZINE
Serial Number:	76372928	MAXIM'S WOMEN OF THE YEAR
Serial Number:	76463709	CLUB MAXIM
Serial Number:	76468350	MAXIM
Serial Number:	76468353	MAXIM
Serial Number:	76468369	MAXIM
Serial Number:	76468372	MAXIM
Serial Number:	76468373	MAXIM
Serial Number:	76550394	MAXIM GOES TO THE MOVIES
Serial Number:	76571868	M
Serial Number:	78214573	MAXIM
Serial Number:	78341754	MAXIM LOUNGE
Serial Number:	78359239	CLUB MAXIM
Serial Number:	78363739	MAXIM HOTEL AND CASINO
Serial Number:	78371631	MAXIM HOTEL
Serial Number:	78409886	MAXIM LIVING
Serial Number:	78452415	MAXIM LIVING
Serial Number:	78493595	MAXIM
Serial Number:	78493596	MAXIM LIVING
Serial Number:	78495780	MAXIM
Serial Number:	78586278	MAXIM
Serial Number:	78586279	MAXIM
Serial Number:	78586294	M
Serial Number:	78587175	M
Serial Number:	78587931	M
Serial Number:	78591364	MAXIM MILLION DOLLAR BABES

TRADEMARK

REEL: 003102 FRAME: 0154

Serial Number:	78411700	IT'S BAD - REALLY, REALLY BAD!
Serial Number:	78411698	K-MAXX!
Serial Number:	75304372	CANDY CLUB

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Thomson & Thomson
Address Line 1: 1750 K Street, NW
Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	06/10/2005

Total Attachments: 8
source=felix dennis - godfrey#page2.tif
source=felix dennis - godfrey#page3.tif
source=felix dennis - godfrey#page4.tif
source=felix dennis - godfrey#page5.tif
source=felix dennis - godfrey#page6.tif
source=felix dennis - godfrey#page7.tif
source=felix dennis - godfrey#page8.tif
source=felix dennis - godfrey#page9.tif

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of the 10th day of February, 2001 by and between Felix Dennis, an individual, whose address is 9-11 Kingly Street, 2nd Floor, London, W1R 5LD, ENGLAND ("Dennis") and Peter Godfrey, an individual, whose address is 128 Beachside Avenue, Westport, CT 06880, United States of America ("Godfrey")

WHEREAS, Dennis uses or licenses the use and is the proprietor of the registrations MAXIM and STUFF on the Principal Register of the U.S. Patent and Trademark Office (USPTO), as identified on the annexed Exhibit A for the goods and/or services identified in said Exhibit A, and has also filed various applications for MAXIM and STUFF and formatives thereof, in connection with goods and services and in classes beyond those covered by said registrations, on the Principal Register of the USPTO, with such applications and corresponding additional classes of goods and services also identified in Exhibit A (the "Trademarks"); and

WHEREAS, Dennis owns applicable common law rights in the trademarks MAXIM and STUFF to the extent of his use or the licensing of his use of such marks ("Common Law Rights"); and

WHEREAS, Dennis intends to attempt to expand the use and exploitation of the Trademarks to other goods and services in the United States and around the world and intends to register the Trademarks in foreign jurisdictions, as he considers (in his sole discretion) appropriate, for said contemplated expanded uses and exploitations. The registrations, and pending applications, as set forth in Exhibit A, as well as any future MAXIM and STUFF trademark registrations and applications filed or secured in the United States by Dennis, or on his behalf, covering the contemplated expanded uses and exploitations, together with all goodwill of the businesses appurtenant thereto as may be owned by Dennis, and Dennis' Common Law Rights, constitute the secured property which is the subject of this Agreement ("Collateral");

WHEREAS, Dennis, Godfrey and Robert Bartner ("Bartner") have entered into an agreement whereby Godfrey and Bartner have acquired rights to share in the revenue generated by exploitation of the Collateral ("Revenue Sharing Agreement");

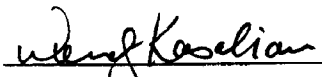
WHEREAS, Godfrey has paid Dennis a sum of money in consideration of receiving an interest in the anticipated revenue from the business of exploiting the Trademarks in the U.S. as well as around the world, and this Agreement is being entered into to secure to Godfrey, pursuant to the Revenue Sharing Agreement, his share of the proceeds of any sale of said Collateral, and Dennis is willing to grant to Godfrey such security interest;

NOW THEREFORE, in consideration of the execution and delivery of this Agreement by Dennis and said payment by Godfrey, Dennis hereby grants to Godfrey a continuing security interest in the Collateral on the following terms and conditions:

1. Upon the sale of the Collateral, or any part thereof, Godfrey shall be entitled to receive his share of the proceeds thereof, as provided in the Revenue Sharing Agreement.
2. In the event of the sale of the Collateral to a third party in an arms-length transaction, upon Godfrey's then receiving the payment due him under the Revenue Sharing Agreement, this Agreement shall terminate, and Godfrey shall execute and deliver to Dennis all documents then reasonably required by Dennis' attorneys in order to extinguish the security interest hereunder and to confirm the termination of this Agreement.
3. In the event of a sale of i) only a part of the Collateral, or ii) the Collateral, or any part thereof, that is not to a third party in an arms-length transaction, Godfrey shall be entitled to receive his share of the proceeds thereof, as provided in the Revenue Sharing Agreement, and this Agreement shall continue in force; provided, however, upon the sale of the balance of the Collateral to a third party in an arms-length transaction, Godfrey shall be entitled to receive his share of the proceeds thereof, as provided under the Revenue Sharing Agreement, and upon Godfrey's then receiving the payment due him under the Revenue Sharing Agreement, this Agreement shall then terminate and Godfrey shall execute and deliver to Dennis all documents then reasonably required by Dennis' attorneys to extinguish the security interest hereunder and confirm the termination of this Agreement.
4. Godfrey shall have the right to record this Agreement where appropriate in the United States, including in the U.S. Patent and Trademark Office, but not without the written consent of Dennis in any territory beyond the United States.
5. Dennis represents and warrants that he is the sole legal and equitable owner of the Trademarks and that he has the full power and authority to enter into this Agreement and to grant the security interest herein granted.
6. Dennis represents and warrants that he has not granted, and will not grant, to any other person or entity any rights or security interests superior to those herein granted in the Collateral, except that he may (and intends to) grant a security interest in the Collateral to Bartner which is equal in amount and priority to that granted to Godfrey herein.
7. Dennis represents and warrants that, in the event of a sale of the Collateral, he will advise the purchaser before the purchase has been consummated of the existence and continuing validity of this Agreement and of the security interest herein granted.

8. Dennis represents and warrants that he will advise Godfrey at least one week in advance of any sale of the Collateral or any part thereof that said sale is being contemplated and will advise Godfrey of the anticipated closing date of any such sale and any adjourned closing dates.
9. Godfrey shall have the right to appear at the closing of any sale of all or any portion of the Collateral and to have his share of the proceeds of the sale of the Collateral, as provided under the Revenue Sharing Agreement, paid directly to him by the purchaser of the Collateral, and, to the extent of such obligation, shall be a third-party beneficiary of any such contract for the sale of the Collateral.
10. Upon any default in Godfrey's so receiving his share of such proceeds,, Godfrey shall not have any right to take possession of the Collateral but shall have a right to proceed against Dennis and/or the purchaser (if permissible under governing law) for his unpaid share of the payment then due him under the Revenue Sharing Agreement, as a result of the sale of the Collateral.
11. This Agreement and all of the provisions thereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
12. This Agreement shall be governed by the laws of the United States and the laws of the State of New York, as applicable, without regard to its law regarding conflict of laws.
13. This Agreement may not be modified except by an instrument in writing signed by the Parties or their duly authorized attorneys.
14. Any notices required to be given shall be given as provided in the Revenue Sharing Agreement.
15. In the event of any conflict between the Revenue Sharing Agreement and this Agreement, the Revenue Sharing Agreement shall prevail.

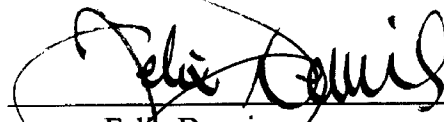
IN WITNESS WHEREOF, the parties, intending to be bound thereby, have executed this Agreement as of the date first above written.



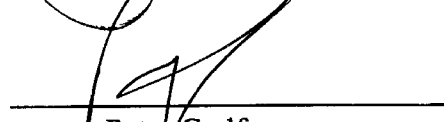
Witness



Witness



Felix Dennis



Peter Godfrey

STUFF in the United States

Number	Date	Class
Registration No. 2,191,323	September 22, 1998	16

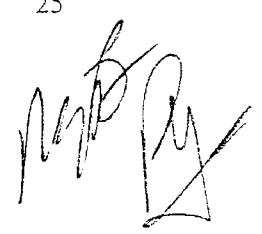
MAXIM in the United States

Number	Date	Class
Registration No. 2072696	June 17, 1997	16
Application No. 76/021933	April 7, 2000	42
Newly-filed application		9
Newly-filed application		14
Newly-filed application		18
Newly-filed application		25

MAXIM-formative marks in the United States

Mark	Number	Date	Class
CLUB MAXIM	Application No. 76/066974	June 9, 2000	42
MAXIM BOOKS	Application No. 76/173617	November 27, 2000	16
MAXIM CASINO	Application No. 76/213757	February 20, 2001	41
MAXIM FILMS	Application No. 76/027237	May 26, 2000	41
MAXIM GOLF	Application No. 75/903514	January 1, 2000	16
MAXIM MUSIC	Newly-filed application		9, 16
MAXIM RADIO	Application No. 76/057666	May 26, 2000	41
MAXIM SPORTS BARS	Application No. 76/057667	May 26, 2000	42
MAXIM ONLINE	Application No. 76/020913	April 7, 2000	42
MAXIM TV	Application No. 75/527831 Application No. 75/ 527695	July 30, 1998 July 30, 1998	41 38
MAXIMONLINE.COM	Application No. 75/898609	January 20, 2000	42
MAXIMWEAR	Application No. 76/134101	September 25, 2000	25

EXHIBIT A



SCHEDULE 1

MAXIM in the United States

No.	Serial Number	Mark	Filing Date	International Class
1.	* 76/240815	MAXIM	April 16, 2001	9
2.	* 76/240816 (Abandoned)		April 16, 2001	14
3.	* 76/240817	MAXIM	April 16, 2001	18
4.	* 76/240814	MAXIM	April 16, 2001	25

MAXIM-formative marks in the United States

No.	Serial Number	Mark	Filing Date	International Class
1.	* 76/240056	MAXIM MUSIC	April 16, 2001	9, 16

* Please note that the 5 Serial Numbers listed above are equal to the newly-filed application numbers on the foregoing Exhibit A.

SCHEDULE 1

No.	Serial Number	Registration Number	Mark	Filing Date	Registration Date	International Class
1.	75013180	2,072,696	MAXIM	November 1, 1995	June 17, 1997	16
2.	75527695		MAXIM TV	July 30, 1998		38
3.	75527831		MAXIM TV	July 30, 1998		41
4.	75898609	2,565,895	MAXIMONLINE.COM	January 20, 2000	April 30, 2002	42
5.	76020913	2,449,110	MAXIM ONLINE	April 7, 2000	May 8, 2001	42
6.	76021933	2,449,119	MAXIM	April 7, 2000	May 8, 2001	42
7.	76057666		MAXIM RADIO	May, 26, 2000		41
8.	76057667		MAXIM SPORTS BARS	May 26, 2000		42
9.	76057668		MAXIM FILMS	May 26, 2000		41
10.	76173617	2,600,504	MAXIM BOOKS	December 1, 2000	July 30, 2002	16
11.	76213757		MAXIM CASINO	February 20, 2001		41
12.	76266265		MAXIM	June 4, 2001		34
13.	76341505		MAXIM ENTERTAINMENT NETWORK	November 26, 2001		38, 41
14.	76341506		MEN	November 26, 2001		38, 41
15.	76348450		MAXIM MAGAZINE	December 14, 2001		3

SCHEDULE 1

No.	Serial Number	Registration Number	Mark	Filing Date	Registration Date	International Class
16.	76372928		MAXIM'S WOMEN OF THE YEAR	February 21, 2002		16, 41
17.	76463709		CLUB MAXIM	October 28, 2002		41
18.	76468350		MAXIM	November 18, 2002		21
19.	76468353		MAXIM	November 18, 2002		8
20.	76468369		MAXIM	November 18, 2002		5
21.	76468372		MAXIM	November 18, 2002		30
22.	76468373		MAXIM	November 18, 2002		29
23.	76550394	2,902,970	MAXIM GOES TO THE MOVIES	September 22, 2003	November 16, 2004	16
24.	76571868	2,922,400	M LOGO	January 16, 2004	February 1, 2005	16
25.	78214573		MAXIM	February 13, 2003		5
26.	78341754		MAXIM LOUNGE	December 16, 2003		43
27.	78359239		CLUB MAXIM	January 29, 2004		43
28.	78363739		MAXIM HOTEL AND CASINO	February 6, 2004		41, 43
29.	78371631		MAXIM HOTEL	February 20, 2004		43
30.	78409886		MAXIM LIVING	April 28, 2004		24
31.	78452415		MAXIM LIVING	July 18, 2004		20

SCHEDULE 1

No.	Serial Number	Registration Number	Mark	Filing Date	Registration Date	International Class
32.	78493595		MAXIM	October 2, 2004		14
33.	78493596		MAXIM LIVING	October 2, 2004		14
34.	78495780		MAXIM	October 6, 2004		15
35.	78586278		MAXIM	March 14, 2005		28
36.	78586279		MAXIM	March 14, 2005		16
37.	78586294		M LOGO	March 14, 2005		16
38.	78587175		M LOGO	March 15, 2005		21
39.	78587931		M LOGO	March 15, 2005		28
40.	78591364		MAXIM MILLION DOLLAR BABIES	March 21, 2005		41
41.	78411700		IT'S BAD - REALLY, REALLY BAD!	April 4, 2004		16
42.	78411698		K-MAXX!	April 30, 2004		16
43.	75304372		THE BEST THING TO HAPPEN TO MEN SINCE WOMEN	June 9, 1997		16