

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Memorandum of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oronafilm, Inc.		05/28/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mercantile National Bank		
Street Address:	9601 Wilshire Blvd.		
Internal Address:	Suite 250		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78383594	HOTEL EROTICA	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	06/27/2005		

CH \$40.00 78383594

Total Attachments: 3

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MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

Oronafilm, Inc., a California corporation (“Pledgor”), absolutely, irrevocably and unconditionally has granted to Mercantile National Bank, a California banking corporation (“Secured Party”), a security interest in, to and on all of Pledgor's right, title and interest in, to and under the following, now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession or under the control of Pledgor:

(a) all Trademarks, and all of the goodwill appurtenant thereto, including, without limitation, the Trademark referred to in Schedule 1 attached hereto;

(b) all products and proceeds of, and income from, any of the foregoing including, without limitation, any claim by Pledgor against any third party for the past, present or future infringement or dilution of, or the violation of any rights with respect to, any Trademark, or for injury to the goodwill associated with any Trademark.

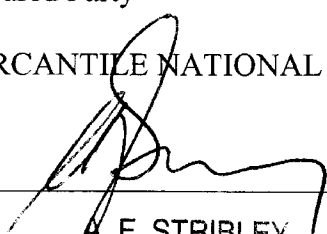
For the purposes hereof, “Trademark” means all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or of any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof.

The security interest described herein is granted pursuant to the Loan and Security Agreement, dated as of May 28, 2004, between Pledgor and Secured Party (as altered, amended, extended, modified, renewed, replaced, restated or supplemented from time to time, the “Loan Agreement”). Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as constituting a present assignment of the Trademarks or as limiting any interest which Secured Party may have in any other collateral described in the Loan Agreement or otherwise.

IN WITNESS WHEREOF the undersigned hereunto have set their hands effective as of May 28, 2004.

“Secured Party”

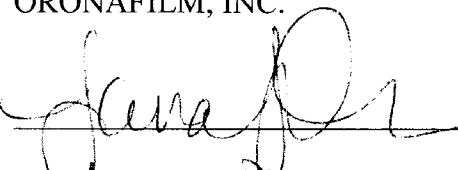
MERCANTILE NATIONAL BANK


By: _____
Its: A. F. STRIBLEY
EXECUTIVE VICE PRESIDENT

3403383_2.DOC

“Pledgor”

ORONAFILM, INC.


By: _____
Its: Laura Oran
President

_____)
_____)
_____)

On _____ before me, _____, personally appeared

[] personally known to me [] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(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.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- [] Individual(s)
- [] Partner(s)
- [] Trustee(s)
- [] Corporate _____
- Officer(s) _____

Title(s)

[] Attorney-In-Fact

- [] Subscribing Witness
- [] Guardian/Conservator
- [] Other: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): _____

SCHEDULE 1

Description of Trademark	Owner/Applicant	Serial Number	Application Filing Date	Jurisdiction of Registration or Application or Issuance	Goods and Services
HOTEL EROTICA	Oronafilm, Inc.	78383594	March 12, 2004	United States	IC 009. US 021 023 026 036 038. G&S: pre-recorded DVD's, videotapes and CD's featuring a television series.