

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dennis Publishing, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) June 7, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HSBC Private Bank (UK) Limited
 Internal
 Address: Attn: Director, Media Banking
 Street Address: _____
 City: London

State: _____
 Country: England Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United Kingdom
- Other Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I attached.

B. Trademark Registration No.(s)

See Schedule I attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"CIRCUS MAXIMUS" and other trademarks related to Maxim Magazine (see Schedule A attached).

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alston & Bird LLP

Internal Address: Attn: Noel J. Para

Street Address: 90 Park Avenue

City: New York

State: NY Zip: 10016

Phone Number: (212) 210-9556

Fax Number: (212) 210-9444

Email Address: npara@alston.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 230380
Authorized User Name Alan Behr

9. Signature:

Noel J. Para

Signature

June 7, 2005

Date

Noel J. Para

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$240.00 230380 78316122

**US Trade Marks Registered in the Name of Dennis Publishing, Inc. (and Pending US Trade Mark Applications of
Dennis Publishing, Inc.)**

Dennis Publishing Inc.

Serial No	Registration No	Mark	Filing Date	Registration Date	International Class
75469925	2,270,012	CIRCUS MAXIMUS	April 20, 1998	August 10, 1999	16
76520359	2,847,369	FALLACY BASEBALL	May 22, 2003	June 1, 2004	41
78201394	2,786,595	HOMETOWN HOTTIES	January 8, 2003	November 25, 2003	41
78316122		HOMETOWN HOTTIES	October 20, 2003		16
78446568		MAN'S NATURAL HABITAT	July 6, 2004		16
78612811		THE ULTIMATE MUSIC MAGAZINE	April 20, 2005		16
78612836		THE ULTIMATE GUIDE TO MUSIC AND MORE	April 20, 2005		16
76259568		URBAN OPEN	July 15, 2003		41
76095762		BAGAZINE	July 24, 2000		35

NYC01/TT6602v4

EXECUTION COPY**GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 7, 2005 is executed by DENNIS PUBLISHING, INC., a New York corporation ("DPUS" or the "Grantor"), in favor of HSBC PRIVATE BANK (UK) LIMITED (the "Lender" or the "Secured Party").

RECITALS

A. Pursuant to the Facilities Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Mr. Felix Dennis (the "Borrower") and the Lender, the Lender has agreed to make available to Borrower a term loan in the amount of \$15,000,000 (the "Term Loan") on the terms and conditions contained in the Credit Agreement.

B. Pursuant to the Facilities Agreement dated as of the date hereof (the "DHUK Loan Agreement") between the Borrower and Dennis Holdings Limited, an English corporation ("DHUK" and, together with the Borrower and the Grantor, the "Loan Parties"), the Borrower will on-lend the proceeds of the Term Loan to DHUK (the "DHUK Loan").

C. Pursuant to the Facilities Agreement dated as of the date hereof (the "DPUS Loan Agreement" and, together with the DHUK Loan Agreement and all other contracts, agreements and instruments executed and delivered in connection therewith, the "Loan Documents") between DHUK and the Grantor, DHUK shall on-lend the proceeds of the Term Loan to the Grantor (the "DPUS Loan" and together with the Term Loan and the DHUK Loan, the "Loans").

D. Pursuant to assignment agreements dated on or about the date of this Agreement from the Borrower to the Lender and from DHUK to the Borrower and the Lender, the DHUK Loan and the DPUS Loan have been assigned to the Lender.

E. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks").

F. Schedule 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which the Grantor has any right, title, interest, claim or demand. Pursuant to the Trademark Security Agreement dated as of the date hereof from the Borrower and the Grantor in favor of the Secured Party (the "Agreement"), the definitions, terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor shall provide written notice to Secured Party, in accordance with the provisions of Section 5(c) of the Agreement, of any addition or change which is necessary to be made to Schedule 1 in order to maintain the completeness or accuracy of such Schedule.

NYC01/7766022v4

From: 2129442383 Page: 4/10 Date: 6/3/2005 10:11:49 PM

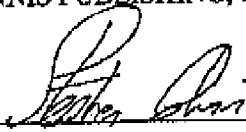
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, the Trademark Licenses the goodwill of the business associated with by the Trademarks, the books and records related to the Trademarks, the applications and registrations thereof, and all Proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

The Secured Party's address is: HSBC PRIVATE BANK (UK) LIMITED
Attn: Director, Media Banking
78 St James's Street
London S1A 1JB
England

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

DENNIS PUBLISHING, INC.

By 
Name: STEPHEN COLVIN
Title: PRESIDENT