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MRD 6-7-05

07-28-2005



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Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Felix Dennis		06/07/2005	INDIVIDUAL: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	HSBC Private Bank (UK) Limited
Street Address:	78 St. James's Street
Internal Address:	Attn.: Director, Media Banking
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	S1A 1JB
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Serial Number:	75013180	MAXIM
Serial Number:	75527695	MAXIM TV
Serial Number:	75527831	MAXIM TV
Serial Number:	75898809	MAXIMONLINE.COM
Serial Number:	76020913	MAXIM ONLINE
Serial Number:	76021933	MAXIM
Serial Number:	76057666	MAXIM RADIO
Serial Number:	76057667	MAXIM SPORTS BARS
Serial Number:	76057668	MAXIM FILMS
Serial Number:	76173617	MAXIM BOOKS
Serial Number:	76213757	MAXIM CASINO
Serial Number:	76240056	MAXIM MUSIC
Serial Number:	76240814	MAXIM

CH \$1190.00 75013180

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Serial Number:	76240815	MAXIM
Serial Number:	76240817	MAXIM
Serial Number:	76266265	MAXIM
Serial Number:	78341505	MAXIM ENTERTAINMENT NETWORK
Serial Number:	76341508	MEN
Serial Number:	76348450	MAXIM MAGAZINE
Serial Number:	76372928	MAXIM'S WOMEN OF THE YEAR
Serial Number:	78463709	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:	78409888	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
Serial Number:	78411700	IT'S BAD - REALLY, REALLY BAD!
Serial Number:	78411698	K-MAXXI
Serial Number:	75304377	THE BEST THING TO HAPPEN TO MEN SINCE WOMEN

CORRESPONDENCE DATA

Fax Number: (212)210-9444
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: npara@alston.com
 Correspondent Name: Alston & Bird LLP
 Address Line 1: 90 Park Avenue
 Address Line 2: Attn.: Noel Para, Esq.
 Address Line 4: New York, NEW YORK 10016

DOMESTIC REPRESENTATIVE

Name: Alston & Bird LLP
 Address Line 1: 90 Park Avenue
 Address Line 2: Noel Para, Esq.
 Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Noel Para
Signature:	/s/ Noel Para
Date:	07/27/2005

Total Attachments: 9
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06/07/2005
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Form PTO-1594 (Rev. 03/05)

OMB Collection 0681-0027 (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):

Mr. Felix Darnis

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

Citizenship (see guidelines) United Kingdom

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: HSEC Private Bank (UK) Limited

Internal

Address: Attn: Director, Media Banking

Street Address: 78 St. James's Street

City: London

State:

Country: England

Zip: SLA 1JB

- 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):

"MAXIM" 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, Esq.

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:

47

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,190

- 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

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

US Trade Marks Registered in the Name of Felix Dennis (and Pending US Trade Mark Applications of Felix Dennis)

Felix Dennis

Serial No	Registration No.	Mark	Filing Date	Registration Date	International Class
75013180	2,072,696	MAXIM	November 1, 1995	June 17, 1997	16
75527695		MAXIM TV	July 30, 1998		38
75527831		MAXIM TV	July 30, 1998		41
75898609	2,565,895	MAXIMONLINE.COM	January 20, 2000	April 30, 2002	42
76020913	2,449,110	MAXIM ONLINE	April 7, 2000	May 8, 2001	42
76021933	2,449,119	MAXIM	April 7, 2000	May 8, 2001	42
76057666		MAXIM RADIO	May, 26, 2000		41
76057667		MAXIM SPORTS BARS	May 26, 2000		42
76057668		MAXIM FILMS	May 26, 2000		41
76173617	2,600,504	MAXIM BOOKS	December 1, 2000	July 30, 2002	16
76213757		MAXIM CASINO	February 20, 2001		41
76240056		MAXIM MUSIC	April 16, 2001		9
76240814		MAXIM	April 16, 2001		25

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Serial No	Registration No.	Mark	Filing Date	Registration Date	International Class
76240815		MAXIM	April 16, 2001		9
76240817		MAXIM	April 16, 2001		18
76266265		MAXIM	June 4, 2001		34
76341505		MAXIM ENTERTAINMENT NETWORK	November 26, 2001		38, 41
76341506		MEN	November 26, 2001		38, 41
76348450		MAXIM MAGAZINE	December 14, 2001		3
76372928		MAXIM'S WOMEN OF THE YEAR	February 21, 2002		16, 41
76463709		CLUB MAXIM	October 28, 2002		41
76468330		MAXIM	November 18, 2002		21
76468353		MAXIM	November 18, 2002		8
76468369		MAXIM	November 18, 2002		5
76468372		MAXIM	November 18, 2002		30
76468373		MAXIM	November 18, 2002		29
76550394	2902970	MAXIM GOES TO THE MOVIES	September 22, 2003	November 16, 2004	16

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Serial No	Registration No.	Mark	Filing Date	Registration Date	International Class
76571868	2,922,400	M LOGO	January 16, 2004	February 1, 2005	16
78214573		MAXIM	February 13, 2003		5
78341754		MAXIM LOUNGE	December 16, 2003		43
78359239		CLUB MAXIM	January 29, 2004		43
78363739		MAXIM HOTEL AND CASINO	February 6, 2004		41, 43
78371631		MAXIM HOTEL	February 20, 2004		43
78409886		MAXIM LIVING	April 28, 2004		24
78452415		MAXIM LIVING	July 18, 2004		20
78493595		MAXIM	October 2, 2004		14
78493596		MAXIM LIVING	October 2, 2004		14
78495780		MAXIM	October 6, 2004		15
78586278		MAXIM	March 14, 2005		28
78586279		MAXIM	March 14, 2005		16
78586294		M LOGO	March 14, 2005		16
78587175		M LOGO	March 15, 2005		21
78587931		M LOGO	March 15, 2005		28

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Serial No	Registration No.	Mark	Filing Date	Registration Date	International Class
78591364		MAXIM MILLION DOLLAR BABIES	March 21, 2005		41
78411700		IT'S BAD - REALLY, REALLY BAD!	April 4, 2004		16
78411698		K-MAXX!	April 30, 2004		16
75304377 75304377		THE BEST THING TO HAPPEN TO MEN SINCE WOMEN	June 9, 1997		16

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

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 2nd, 2005 is executed by MR. FELIX DENNIS, resident and domiciled in Stratford-Upon-Avon, Warwickshire, England (the "Borrower" 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 the Borrower and the Lender, the Lender has agreed to make available to the Borrower a term loan (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"), 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 Dennis Publishing, Inc. ("DPUS" and, together with the Borrower and DHUK, the "Loan Parties"), DHUK shall on-lend the proceeds of the Term Loan to DPUS (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 Grantor and DPUS 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, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 5(c) of the Agreement, of

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any addition or change which is necessary to be made to Schedule 1 in order to maintain the completeness or accuracy of such Schedule.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby grants to the 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 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 executed this instrument as of the day and year first above written.

GRANTOR:



FELIX DENNIS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
CERTIFICATE OF TRANSMISSION

I hereby certify that the attached assignment and schedule is being transmitted via facsimile to the United States Patent and Trademark Office, Mail Stop Assignment Recordation Services, on the date shown below.

Amy E. Corrigan
(Typed or Printed Name of Person Signing Certificate)


(Signature)

June 7, 2005
(Date)

Contact:

Amy Corrigan
Paralegal
Alston & Bird LLP
90 Park Avenue
New York, New York 10016

Telephone: 212.210.9429

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