

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/22/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Internet Commerce Services, Inc.		09/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ICS Entertainment, Inc.
Street Address:	680 N. Lake Shore Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78019239	AMATEURPAGES
Registration Number:	2980083	ADULT.COM

CORRESPONDENCE DATA

Fax Number: (312)751-2818
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-751-8000
 Email: uspto@playboy.com
 Correspondent Name: ICS Entertainment, Inc.
 Address Line 1: 680 N. Lake Shore Drive
 Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Michele McCoy
Signature:	/Michele McCoy/
Date:	01/19/2006

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Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective as of September 22, 2005, by Internet Commerce Services, Inc., a Delaware corporation ("ICS"), AP Net Marketing, Inc., a California corporation ("AP Net"), PB Plus Internet, Inc., a California corporation ("PB Plus") and CinemaPlay Entertainment, Inc., a California corporation ("CinemaPlay" and, together with ICS, AP Net and PB Plus, each an "Assignor," and collectively, the "Assignors"), is in favor of ICS Entertainment, Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignors, Assignee and Playboy Enterprises International, Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement, dated as of September 22, 2005 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell, assign, convey, transfer and deliver the Assets and transfer the Assumed Liabilities to Assignee, and Assignee has agreed to purchase and acquire the Assets and to assume the Assumed Liabilities, in each case upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignors in and to the following, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world:

(1) all patents, trademarks, trade names and service marks, if any, and all domain names (including the Uniform Resource Locator www.adult.com), copyrights and any renewal rights therefor, moral rights, together with the goodwill of the business connected with the use of and symbolized by all the foregoing, and applications and registrations for any of the foregoing, including without limitation those registrations and applications set forth on Attachment I hereto;

(2) all computer software, applications programs, firmware, software design and maintenance tools and all object codes, source codes, versions, releases, updates, upgrades, modifications, enhancements, improvements and derivations of the foregoing;

(3) all supplier lists and customer lists and all trade secrets and confidential business information, methods, procedure, know how, databases, processes,

techniques, ideas, concepts, formulae, algorithms, inventions, discoveries, improvements, technologies and research and development information, whether patentable or unpatentable, and whether or not reduced to practice;

(4) all specifications, schematics, designs, design notes, logic diagrams, flow charts, operating instructions, technical data, technical and user manuals, quality control information, marketing, sales and customer support materials and all other documents, records and files relating to all intellectual property described in this Assignment;

(5) all other tangible or intangible proprietary information and materials; and

(6) all license and other rights in any third party product or any third party intellectual property described in (1) through (5) above,

in each case that are owned by or licensed to any Assignor for use in connection with the Website or the Business.

Assignors further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.


This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof. This Assignment may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNORS:


Internet Commerce Services, Inc.

By: 
Name: JOSEPH LACKEY
Title: CEO

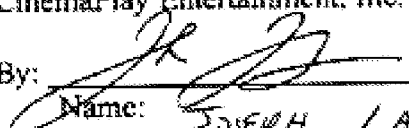
AP Net Marketing, Inc.

By: 
Name: Roy Swanson
Title: CEO

PB Plus Internet, Inc.

By: 
Name: Roy Swanson
Title: CEO

CinemaPlay Entertainment, Inc.

By: 
Name: JOSEPH LACKEY
Title: CEO

ASSIGNEE:

ICS Entertainment, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNORS:

Internet Commerce Services, Inc.

By: _____
Name:
Title:

AP Net Marketing, Inc.

By: _____
Name:
Title:

PB Plus Internet, Inc.


By: _____
Name:
Title:

CinemaPlay Entertainment, Inc.

By: _____
Name:
Title:

ASSIGNEE:

ICS Entertainment, Inc.

By: 
Name: Howard Shapiro
Title:

ATTACHMENT I

REGISTERED COPYRIGHTS AND APPLICATIONS

None.

PATENTS AND APPLICATIONS

None.

REGISTERED TRADEMARKS AND APPLICATIONS

None.

REGISTERED SERVICE MARKS AND APPLICATIONS

ADULT.COM (registration number 2,980,083, registration date July 26, 2005) is a registered service mark.

Sellers' service mark application (application number 78/019239, application date August 1, 2000) for Amateur Pages is pending.

DOMAIN NAMES

See Section 4.8(b) of the Sellers Disclosure Schedule.