

11-14-2005



RECORDATION  
TRADEMARKS ONLY 103118130

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

11-8-05

1. Name of conveying party(ies):  
**General Media Communications, Inc.**

- Individual(s)
- General Partnership
- Corporation- State: **NEW YORK**
- Other

Citizenship (see guidelines) **USA**

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s)

- 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: **PET CAPITAL PARTNERS LLC**

Internal Address: **6800 Broken Sound Pkwy NW**

Street Address: **Suite 200**

City: **BOCA RATON**

State: **FL**

Country: **USA** Zip: **33487**

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other **limited liability co. DELAWARE, USA** 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 ATTACHED SCHEDULE A**

B. Trademark Registration No.(s)

**SEE ATTACHED SCHEDULE A.**

Additional sheet(s) attached?  Yes  No

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

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

Name: **JOSHUA R. BRESSLER**

Internal Address: **GENERAL MEDIA COMMUNICATIONS, INC.**

Street Address: **6800 Broken Sound Pkwy NW Suite 100**

City: **BOCA RATON**

State: **FL** Zip: **33487**

Phone Number: **561 912 7030**

Fax Number: **561 912 1747**

Email Address: **jbressler@pmgi.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 **070899**

Authorized User Name **JOSHUA R. BRESSLER**

9. Signature:

Signature  
**JOSHUA R. BRESSLER**

Date  
**NOVEMBER 3, 2005**

Total number of pages including cover sheet, attachments, and document: **9**

11/10/2005 BYRNE 00000059 78593224 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Applications and Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521  
02 FC:8522

**Schedule A****U.S. Trademark Applications**

<b>Trademark</b>	<b>Application</b>	<b>Filing Date</b>
Caligula	78/593,224	3/23/05
Gametime	76/640,455	6/8/05
Girl Talk	76/640,864	6/14/05
Groom at the Top	76/640,866	6/14/05
Guccione	78/530,507	12/10/04
Guccione	78/565,736	2/11/05
Guccione's	78/565,760	2/11/05
On the Desk	76/643,046	7/18/05
One Key Logo	76/636,144	4/15/05
One Key Logo	76/636,146	4/15/05
One Key Logo	76/636,147	4/15/05
Penthouse Casino	76/643,152	7/18/05
Penthouse	78/483,284	9/14/04
Penthouse	76/629,990	1/31/05
Penthouse	76/636,141	5/15/05
Penthouse	76/636,142	4/15/05
Penthouse	76/636,145	4/15/05
Penthouse Casino	76/643,151	7/18/05
Penthouse Casino	76/643,150	7/18/05
Penthouse Letters (logo)	76/630,021	1/31/05
Penthouse Lingerie	76/642,290	7/18/05
Penthouse Lingerie (logo)	76/643,198	7/18/05
Penthouse Lounge	76/640,452	6/8/05
Penthouse Lounge	76/640,456	6/8/05
Penthouse Lounge	76/640,457	6/8/05
Penthouse Records	76/632,201	2/28/05
Penthouseforum.com	76/640,454	6/8/05
Penthouseletters.com	76/640,867	6/14/05
Penthousestore.com	76/640,451	6/8/05
Pet Chronicles	76/636,999	4/25/05
The Girls of Penthouse (logo)	76/630,030	1/31/05
The International Magazine for Men	76/640,450	6/8/05
The Penthouse Club	76/637,795	5/3/05
The Penthouse Club	76/637,794	5/3/05
Three Key Logo	76/636,139	4/15/05
Three Key Logo	76/636,140	4/15/05
Three Key Logo	76/636,143	4/15/05
Three Key Logo	78/483,309	9/14/04
Turned On	76/743,199	7/18/05
Variations (logo)	76/630,019	1/31/05

Variations.com	76/640,865	6/14/05
Vices & Vanities	76/636,997	4/25/05
Vices & Vanities	76/611,965	4/19/05
Vices & Vanities	78/634,012	5/20/05
Vices & Vanities	76/637,793	5/3/05
Where the Magazine Comes to Life	76/637,792	5/3/05

**U.S. Trademark Registrations**

<b>Trademark</b>	<b>Registration</b>	<b>Registration Date</b>
Penthouse Boutique Logo	2,952,697	5/17/05

Assignment For Security

(Trademarks)

WHEREAS, GENERAL MEDIA COMMUNICATIONS, INC. (the "Assignor"), a corporation duly organized and validly existing under the laws of the State of New York, owns the U.S. trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor has entered into that certain Penthouse Media Group Inc. 13% Subordinated Term Loan Notes Due 2011, dated as of August 17, 2005 (the "Note"), with PET Capital Partners LLC, a Delaware limited liability company, as Agent (together with its successors in such capacity, the "Assignee"); and

WHEREAS, pursuant to the Note, the Assignor has assigned and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of its Obligations (as defined in the Note).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Trademarks to secure the prompt payment, performance and observance of its Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademarks are more fully set forth in the Note, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of August 17, 2005.

GENERAL MEDIA COMMUNICATIONS, INC.

By:



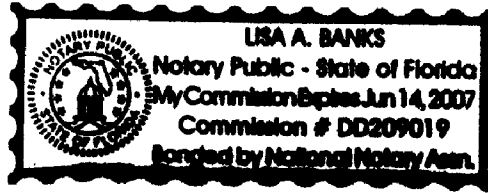
Name: JOSHUA R. BRSSLER

Title: GENERAL COUNSEL

ss.:

COUNTY OF PALM BEACH

On this 31<sup>st</sup> day of October 2005, before me personally came and who, being duly sworn by me, did depose and say that he is the GENERAL COUNSEL of GENERAL MEDIA COMMUNICATIONS, INC., a New York corporation, and that he executed the foregoing instrument in the firm name of GENERAL MEDIA COMMUNICATIONS, INC., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



**SCHEDULE 1**

**TO**

**ASSIGNMENT FOR SECURITY (TRADEMARKS)**

(U.S. Trademark Registrations and Applications for Registration)

SEE ATTACHED PAGE(S)

**U.S. Trademark Applications**

<b>Trademark</b>	<b>Application</b>	<b>Filing Date</b>
Caligula	78/593,224	3/23/05
Gametime	76/640,455	6/8/05
Girl Talk	76/640,864	6/14/05
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