

TRADEMARK ASSIGNMENT

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
Playboy.Com, Inc.		05/15/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	231 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60697		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78565069	HUSH MONEY	
Serial Number:	78398693	HUSH	
Serial Number:	78588876	HOW BIG IS YOUR DEAL?	
Serial Number:	78565047	HUSH	
Serial Number:	78565054	HUSH	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128637194		
Email:	sonya.szot@goldbergkohn.com		
Correspondent Name:	Sonya Szot		
Address Line 1:	55 E. Monroe Street, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60013		
ATTORNEY DOCKET NUMBER:	2031.129		

OP \$140.00 78565069

NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	06/23/2006
Total Attachments: 5 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of May 2006, by PLAYBOY.COM, INC., a Delaware corporation ("Grantor") in favor of Bank of America, N.A., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, PEI Holdings, Inc. ("PEI"), Grantee and Lenders are parties to that certain Amended and Restated Credit Agreement dated as of April 1, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to or for the benefit of PEI by Lenders;

WHEREAS, pursuant to that certain Joinder to Master Corporate Guaranty of even date herewith pursuant to which Grantor has become a party to that certain Master Corporate Guaranty dated as of March 11, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") among Playboy Enterprises, Inc. ("Playboy"), certain direct and indirect subsidiaries of PEI (collectively, the "Other Grantors") and Grantee, Grantor has guaranteed the Borrower's Obligations (as defined in the Guaranty); and

WHEREAS, pursuant to the terms of a certain Joinder to Security Agreement of even date herewith pursuant to which Grantor has become a party to that certain Security Agreement dated as of March 11, 2003 among the Other Grantors and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a lien on, and security interest in, any and all right, title and interest in, and to the Trademarks (as defined in the Security Agreement), whether now owned or hereafter created, acquired or arising, to secure the payment of all obligations of and amounts owing by PEI under the Credit Agreement and Grantor's obligations under the Guaranty;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations and Grantor's obligations under the Guaranty, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby affirms its grant pursuant to the Security Agreement (which grant shall be deemed to have been made simultaneously herewith) of, a lien on, and security interest in, any and all right,

title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"; provided that Trademark Collateral will not include "intent to use" trademark applications unless Grantor has used such trademarks and has filed a statement of use or amendment to allege use with respect to such application), whether now owned or hereafter created, acquired or arising:

(i) any trademarks, trademark registrations, and trademark applications, trade names and trade styles, service marks, service registrations and service mark applications, including without limitation, the United States federal trademark registrations and applications set forth on Schedule A hereto, all renewals and extensions of any of the foregoing and all goodwill symbolized by any of the foregoing;

(ii) all income, damages and payments now and hereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements, unfair competition, dilution, or for injury to the goodwill associated with any of the Trademarks;

(iii) licenses of any of the foregoing to or from third parties and the royalties and other payments, if any, receivable thereunder;

(iv) the right to sue for past, present and future infringements thereof;

(v) all rights corresponding thereto throughout the world; and

(vi) Proceeds and products of the foregoing and all insurance payments pertaining to the foregoing and proceeds thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any General Intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent that the grant of a Lien or security interest therein would (a) result in a breach of the terms of, or constitute a default under, such contract, instrument, license, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407 or 9-408 of the Uniform Commercial Code or any successor provision of the Uniform Commercial Code of any relevant jurisdiction or other applicable law) or (b) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to a valid and enforceable provision (including without limitation in connection with the operation of Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code or any other applicable law).

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PLAYBOY.COM, INC.

By *Robert Campbell*
Name: **Robert Campbell**
Title: **Treasurer**

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.
as Agent

By _____
Its _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PLAYBOY.COM, INC.

By _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.
as Agent

By 
Its David A. Johanson
Vice President

SCHEDULE A

Trademark List by Owner

Owner: PLAYBOY.COM, INC.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
HUSH MONEY	05HUSH05/ United States of America	Approved for publication; Intent to Use Cl. 35	78/565069 10-Feb-2005	N/A
HUSH (standard character mark)	05HUSH02/ United States of America	Allowed; Intent to Use Cl. 35	78/398693 08-Apr-2004	N/A
HOW BIG IS YOUR DEAL?	05HUSH01/ United States of America	Approved for publication; Intent to Use Cl. 35	78/588876 16-Mar-2005	N/A
HUSH (standard character mark)	05HUSH03/ United States of America	Suspended Cl. 35	78/565047 10-Feb-2005	N/A
HUSH (stylized)	05HUSH04/ United States of America	Suspended Cl. 35	78/565054 10-Feb-2005	N/A