

9/22/06

09-26-2006



R

103312390

2006 SEP 22 AM 11:00

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):

Jill Kelly Productions, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- 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) September 12, 2006

- 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: Penthouse Digital Media Productions, Inc.

Internal _____

Address: _____

Street Address: 6800 Broken Sound Pkwy Suite 100

City: Boca Raton

State: FL

Country: USA Zip: 33487

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship New York

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)

78/484,775
78/484,794

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

JILL KELLY PRODUCTIONS
JKP

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

Name: Joshua R. Bressler

Internal Address: Penthouse Digital Media Productions, Inc

Street Address: 6800 Broken Sound Pkwy NW Suite 100

City: Boca Raton

State: FL Zip: 33487

Phone Number: 561-912-7000

Fax Number: 561-912-1747

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

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

8. Payment Information:

a. Credit Card Last 4 Numbers 78484775
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

JOSHUA R. BRESSLER

Name of Person Signing

SEPT 18 06
Date

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

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

09/25/2006 11:11 AM
01 FC-0021
02 FC-0022

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of the date indicated below, is by and between Jill Kelly Productions, Inc., a California corporation (the "Assignor") and Penthouse Digital Media Productions Inc., a New York corporation (the "Assignee").

WHEREAS, by that certain Sale Order entered on July 3, 2006 for the matter captioned *In re Jill Kelly Productions, Inc.*, United States Bankruptcy Court, Central District of California, San Fernando Valley Division, Case No. SV 05-15389 KT (J. Thompson), Assignor has agreed to sell to Assignee all of its assets, properties and rights described in Section 9 of the Sale Order (the "Purchased Assets"); and

WHEREAS, pursuant to that certain Bill of Sale, dated as of the Effective Date (the "Bill of Sale"), Assignor did sell, convey, transfer, assign and deliver to Assignee all of Assignor's legal and beneficial right, title and interest in and to the Purchased Assets;

WHEREAS, the Purchased Assets include, without limitation, all of Assignor's trademarks and service marks, including, without limitation, those trademarks and service marks identified on the attached Schedule A, as and to the full extent contemplated by the Sale Order and the Bill of Sale, and any and all applications for trademark registration and trademark registrations therefor (all collectively, the "Trademarks"); and

WHEREAS, Assignee wishes by this Trademark Assignment to confirm its acquisition of all of Assignor's right, title and interest in and to the Trademarks, and Assignor wishes to confirm and assign same to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, sells and transfers unto Assignee all of its right, title and interest in and to the Trademarks, including without limitation all designations including the Trademarks, or based on the Trademarks, and all designations similar to the foregoing, and including any and all foreign counterparts, in perpetuity (including without limitation any and all renewals), and all goodwill symbolized by the foregoing, as well as all rights to recover for all past, present and future infringements and other violations thereof, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide all further documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns, or other legal representatives.

[remainder of page is blank]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as an instrument under seal on this 12th day of September 2006.

ASSIGNOR: JILL KELLY PRODUCTIONS, INC.



Name: MANDIE L. ST. CYR

Title: Trustee

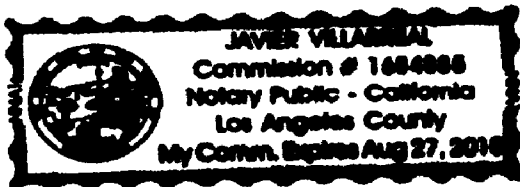
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

SS.:

COUNTY OF LOS ANGELES

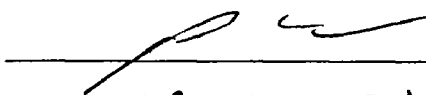
On this 12th day of September 2006, before me, the undersigned, personally appeared MANDIE L. ST. CYR, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her capacity, and that by ~~his~~/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[NOTARY SEAL]

ASSIGNEE:

PENTHOUSE DIGITAL MEDIA PRODUCTIONS INC.


Name: PAUL ASHER

Title: SECRETARY

[remainder of page is blank]

SCHEDULE A

TRADEMARK NUMBER, CLASS, AND DESCRIPTION STATUS FILING DATE OWNER INFORMATION

JILL KELLY PRODUCTIONS	SERIAL 78/484,775 CLASS 9 - Pre-recorded digital video discs (DVDs) and videotapes featuring adult entertainment	DEAD - abandoned (failure to respond) 10/25/2005	9/16/2004 first use: 1/2/2001	Jill Kelly Productions, Inc. 1151 Vanowen Street North Hollywood, CA 91605
JKP	SERIAL 78/484,794 REGISTRATION 3,015,504 CLASS 9 - Pre-recorded digital video discs (DVDs) and videotapes featuring adult entertainment	LIVE - REGISTERED	9/16/2004 first use: 1/2/2001	Jill Kelly Productions, Inc. 1151 Vanowen Street North Hollywood, CA 91605
JILL KELLY	SERIAL # 78/271,845 CLASS 41 - Entertainment services, namely, personal appearances by a movie star	DEAD - ABANDONED (5/21/2004)	July 8, 2003	Moore, Adrienne, D. 22066 Pacific St. Apple Valley, CA 92308
JILL KELLY	SERIAL # 76/653,902 CLASS 41 - ACTRESS THEATER/ MOTION, PERSONAL APPEARANCE, SIGNING	LIVE - PENDING	1/23/2006 first use: 11/11/1994	Jacoby, Adrienne Diane 4821 Lankershim Blvd Suite 7 #374 North Hollywood, CA 91601
JILL KELLY	SERIAL # 76/653,901 CLASS 41 - ENTERTAINMENT- ADULT MOTION PICTURE PRODUCTION	LIVE - PENDING	1/23/2006 first use: 7/2000	Jacoby, Adrienne Diane 4821 Lankershim Blvd Suite 7 #374 North Hollywood, CA 91601

TRADEMARK ASSIGNMENT
PAGE 1