

10-31-2006



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OPR/FINANCE

To the Director of the U. S. Patent and Trademark Office, please forward the attached documents to the new address(es) below.

10-26-06

**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) October 13, 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)

78/484,826  
78/473,530  
78/473,479

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):**

BIZARRE  
BLU  
COLLATERAL DAMAGE XXX

**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:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90**

- 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

OCT 19, 2006  
Date

JOSHUA R. BRESSLER  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

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

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 13<sup>th</sup> day of October 2006.

ASSIGNOR: JILL KELLY PRODUCTIONS, INC.

  
Name: MANDIE L. ST. CYR  
Title: Trustee

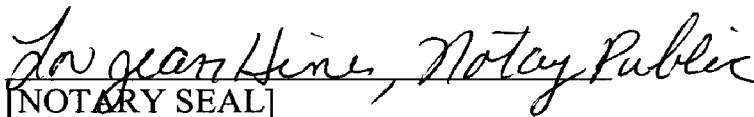
**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA

ss.:

COUNTY OF Los Angeles

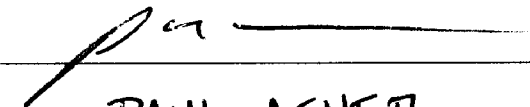
On this 13 day of October 2006, before me, the undersigned, personally appeared Mandie L. St. Cyr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in 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**

<b><u>TRADEMARK</u></b>	<b><u>NUMBER</u></b>	<b><u>STATUS</u></b>	<b><u>OWNER INFORMATION</u></b>
<b>BIZARRE</b>	SERIAL 78/484,826	DEAD - abandoned (failure to respond)	Jill Kelly Productions, Inc. 1151 Vanowen Street North Hollywood, CA 91605
<b>BLU</b>	SERIAL 78/473,530	LIVE - PENDING	Jill Kelly Productions, Inc. 1151 Vanowen Street North Hollywood, CA 91605
<b>COLLATERAL DAMAGE XXX</b>	SERIAL 78/473,479	LIVE - PENDING	Jill Kelly Productions, Inc. 1151 Vanowen Street North Hollywood, CA 91605

**TRADEMARK ASSIGNMENT  
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