

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
GMCI Internet Operations, Inc.		12/06/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Andrew B. Conru Trust Agreement
Street Address:	116 El Nido
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	TRUST: CALIFORNIA

Name:	Mapstead Trust
Street Address:	180 Horizon Way
City:	Aptos
State/Country:	CALIFORNIA
Postal Code:	95003
Entity Type:	TRUST: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2515315	CARTOONWANK
Registration Number:	2515316	CARTOONWANK.COM

CORRESPONDENCE DATA

Fax Number: (317)223-0276
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: TRADEMARK@BOSELAW.COM
 Correspondent Name: Megan M. Mulford
 Address Line 1: 135 North Pennsylvania Street
 Address Line 2: Suite 2700

OP \$65.00 2515315

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:

19775-0002

NAME OF SUBMITTER:

Megan M. Mulford

Signature:

/Megan M. Mulford/

Date:

02/07/2008

Total Attachments: 21

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement") is dated as of December 6, 2007 and is made by **Penthouse Media Group, Inc.**, a Nevada corporation (the "Company"), and each direct and indirect subsidiary of the Company listed on the signature pages hereto (together with any other direct or indirect subsidiary of the Company that hereafter becomes a party to this Agreement, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors together with the Company and any other Person agreeing to be bound hereby as a "Grantor" are collectively referred to herein as the "Grantors") in favor of **U.S. Bank National Association**, having an address at 225 Asylum Street, 23rd Floor, Hartford, CT 06103, in its capacity as Agent (as defined below) for the benefit of Agent and the Holders. Unless otherwise specified, all defined terms shall have the meaning given to them in the Sellers' Securities Agreement, as referred to below.

WHEREAS, pursuant to that certain Sellers' Securities Agreement (as such Sellers' Securities Agreement may be amended, supplemented or otherwise modified from time to time, the "Sellers' Securities Agreement") dated as of December 6, 2007 by and among the Company, the Senior Guarantors party thereto, Interactive Network, Inc., a Nevada corporation, the Subordinated Guarantors party thereto, the Holders party thereto and U.S. Bank National Association, as agent (in such capacity, together with its successors in such capacity, the "Agent"), Issuer desires to issue, and Holders desire to accept, the Sellers' Secured Notes in the initial aggregate principal amount of [REDACTED] Dollars ([REDACTED]) (the "Notes"), in partial payment of the purchase price under the Stock Purchase Agreement dated as of September 21, 2007;

WHEREAS, pursuant to the Sellers' Securities Agreement, each of the Subsidiary Grantors has guaranteed the obligations of the Company in respect of the Sellers' Securities Agreement and the Notes;

WHEREAS, pursuant to the Sellers' Securities Agreement each Grantor has granted to Agent, for Agent's benefit and for the benefit of the Holders, a security interest in certain assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure such Grantor's obligations under the Sellers' Securities Agreement and the Notes; and

WHEREAS, each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed beneath such Grantor's name on Schedule I annexed hereto, and is a party to the Trademark Licenses listed beneath such Grantor's name on Schedule I annexed hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Agent, for Agent's benefit

and for the ratable benefit of the Holders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, in each case whether presently existing or hereafter created or acquired (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), to secure the Obligations of such Grantor:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in the Schedule I annexed hereto and any and all renewals of any of the foregoing, and all of the goodwill of the business associated with each Trademark;
- (2) each Trademark License; and
- (3) all products (other than Inventory) and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the trademarks licensed under any Trademark License; and (b) injury to the goodwill of the business associated with any Trademark.

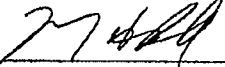
This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Sellers' Securities Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Sellers' Securities Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective undersigned duly authorized officer as of the date first written above.

COMPANY:

PENTHOUSE MEDIA GROUP, INC., a Nevada Corporation

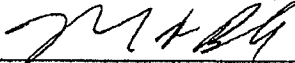
By: 

Name:

Title:

SUBSIDIARY GRANTORS:

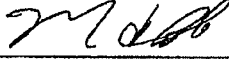
GENERAL MEDIA ART HOLDING, INC.
GENERAL MEDIA COMMUNICATIONS, INC.
GENERAL MEDIA ENTERTAINMENT, INC.
GENERAL MEDIA UK LIMITED
GMCI INTERNET OPERATIONS, INC.
GMI ON-LINE VENTURES, LTD.
PENTHOUSE CLUBS INTERNATIONAL
ESTABLISHMENT
PENTHOUSE IMAGES ACQUISITIONS, LTD.
WEST COAST FACILITIES INC.
PMGI HOLDINGS, INC.
PURE ENTERTAINMENT
TELECOMMUNICATIONS, INC.

By: 

Name:

Title:

PENTHOUSE FINANCIAL SERVICES, N.V.

By: 

Name:

Title:

(signature page to PMGI Trademark Security Agreement)

PENTHOUSE DIGITAL MEDIA PRODUCTIONS, INC.
VIDEO BLISS, INC.
DANNI ASHE, INC.

By: _____
Name:
Title:

SNAPSHOT PRODUCTIONS, LLC

By: _____
Name:
Title:

Accepted and Approved by:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

(signature page to PMGI Trademark Security Agreement)

PENTHOUSE DIGITAL MEDIA PRODUCTIONS, INC.
VIDEO BLISS, INC.
DANNI ASHE, INC.

By: _____
Name:
Title:

SNAPSHOT PRODUCTIONS, LLC

By: _____
Name:
Title:

Accepted and Approved by:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Kathy L. Mitchell
Title: Vice President

(signature page to PMGI Trademark Security Agreement)

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Schedule I

GMCI Internet Operations, Inc.

Trademark Report by Mark

Printed: 12/6/2007 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CARTOONWANK							
UNITED STATES	T00096US00	4/26/2001	76/247,155	12/4/2001	2,515,315	REGISTERED	42
CARTOONWANK.COM							
UNITED STATES	T00097US00	4/26/2001	76/247,306	12/4/2001	2,515,316	REGISTERED	42
END OF REPORT						TOTAL ITEMS SELECTED =	2

SELLERS' SECURITIES AGREEMENT

\$ [REDACTED] SUBORDINATED SECURED NOTES DUE 2011

PMGI WARRANTS

Dated as of December 6, 2007

by and among

**INTERACTIVE NETWORK INC.,
as Issuer**

**EACH SUBSIDIARY OF INTERACTIVE NETWORK INC., LISTED AS A SENIOR
SUBORDINATED GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Senior Subordinated Guarantors,**

**PENTHOUSE MEDIA GROUP, INC. AND EACH SUBSIDIARY OF PENTHOUSE
MEDIA GROUP INC. LISTED AS A JUNIOR SUBORDINATED GUARANTOR ON
THE SIGNATURE PAGES HERETO,
as Junior Subordinated Guarantors,**

**ANDREW B. CONRU TRUST AGREEMENT, ANDREW B. CONRU TRUSTEE, AND
MAPSTEAD TRUST, CREATED ON APRIL 16, 2002, LARS AND MARIN MAPSTEAD
TRUSTEES, AND SUBSEQUENT HOLDERS OF THE SELLERS' SECURED NOTES
FROM TIME TO TIME PARTY HERETO,
as Holders,**

and

**U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent and Collateral Agent**

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SELLERS' SECURITIES AGREEMENT

§. [REDACTED] SUBORDINATED SECURED NOTES DUE 2011

PMGI WARRANTS

Sellers' Secured Notes and Warrants Agreement (the "Agreement"), dated as of December 6, 2007, by and among Interactive Network Inc., a Nevada corporation, as issuer (the "Issuer") of the Sellers' Secured Notes (as such term is defined below), each Subsidiary of the Issuer listed as a "Senior Subordinated Guarantor" on the signature pages hereto, Penthouse Media Group Inc., a Nevada corporation, as issuer of the Warrants (as such term is defined below) ("PMGI", and together with each Subsidiary of PMGI listed as a "Junior Subordinated Guarantor" on the signature pages hereto, collectively, the "Junior Subordinated Guarantors") (as more fully defined below, each Senior Subordinated Guarantor and each Junior Subordinated Guarantor are referred to herein as a "Guarantor," and collectively the "Guarantors"), Andrew B. Conru Trust Agreement, Andrew B. Conru Trustee, and Mapstead Trust, created on April 16, 2002, Lars and Marin Mapstead Trustees (the "Sellers"), and any subsequent holders of the Securities listed on Schedule 2.02 and from time to time party hereto (each Seller and each such subsequent holder, a "Holder" and collectively, the "Holders"), and U.S. Bank National Association, as administrative agent and collateral agent for the Holders (the "Agent").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement and issuance of the Sellers' Secured Notes pursuant to this Agreement, Issuer is closing its purchase from the Sellers of all the issued and outstanding capital stock of Various, Inc. pursuant to the Various Acquisition Agreement (as defined below).

WHEREAS, as prescribed in the Various Acquisition Agreement, Issuer desires to issue the Sellers' Secured Notes in partial payment of the purchase price under the Stock Purchase Agreement, and Sellers desire to accept the Sellers' Secured Notes in partial payment of such purchase price, upon and subject to the terms and conditions of this Agreement.

WHEREAS, as prescribed in, and as a further inducement to the Sellers to sell the stock under, the Various Acquisition Agreement, PMGI desires to issue the Warrants to the Sellers as the initial Holders, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

liability company, the interest in the capital or profits of such partnership or limited liability company or (C) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

“Taxes” has the meaning specified therefor in Section 2.06(a).

“Total Debt Ratio” means, with respect to the Issuer and its Subsidiaries for any period, the ratio of (a) all Indebtedness of the Issuer and its Subsidiaries as at the end of such period to (b) Annualized Consolidated EBITDA of the Issuer and its Subsidiaries for such period.

“Trademark Security Assignment” means the Trademark Security Assignment, dated as of the date hereof, executed and delivered by the Senior Subordinated Guarantors to the Agent for the benefit of the Holders, in connection with the closing of the transactions contemplated hereof, as the same may be amended or otherwise modified from time to time.

“Transactions” means the transactions contemplated by the Funding Documents.

“Uniform Commercial Code” has the meaning specified therefor in Section 1.03.

“Various Acquisition Agreement” means the Stock Purchase Agreement, dated as of September 21, 2007, by and among Various, Inc., Andrew B. Conru Trust Agreement, Andrew B. Conru Trustee, Mapstead Trust, created on April 16, 2002, Lars and Marin Mapstead Trustees, Andrew B. Conru, Lars Mapstead and Penthouse Media Group Inc., as amended by an Amendment to Stock Purchase Agreement dated as of December 6, 2007.

“Various Acquisition Documents” means the Various Acquisition Agreement, the Escrow Agreement (as defined in the Various Acquisition Agreement), all non-compete agreements, all quit claim transfers and acknowledgments, and all other agreements, instruments and other documents that may be executed or delivered in connection therewith, together with all schedules and exhibits thereto.

“Various Acquisition” means the purchase by the Issuer of all of the outstanding Capital Stock of Various, Inc. and certain of its affiliates and subsidiaries, as more particularly described in the Various Acquisition Documents.

“Various Financial Statements” has the meaning specified therefor in Section 6.01(k)(i).

“Warrants” mean warrants in substantially the form of Exhibit C hereto issued pursuant to this Agreement to purchase in the aggregate initially [REDACTED] shares of the PMGI Voting Common Stock.

“Wholly Owned Junior Subordinated Guarantor” means a Junior Subordinated Guarantor that is a Wholly Owned Subsidiary of PMGI.

“Wholly Owned Senior Subordinated Guarantor” means a Senior Subordinated Guarantor that is a Wholly Owned Subsidiary of the Issuer.

whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Holder or the Agent makes written demand therefor, which demand shall identify in reasonable detail the nature and amount of such Taxes or Other Taxes.

(c) If any Obligor fails to perform any of its obligations under this Section 2.09, the Obligors shall indemnify the Holders and the Agent for any taxes, interest or penalties that may become payable as a result of any such failure. The obligations of the Obligors under this Section 2.09 shall survive the termination of this Agreement and the payment of the Sellers' Secured Notes and all other amounts payable hereunder.

ARTICLE III

SECURITY; ADMINISTRATIVE PRIORITY AND RANKING

Section 3.01 Collateral; Grant of Lien and Security Interest. As more fully set forth in the Sellers' Security Documents, as security for the full and timely payment and performance of all of the Obligations, each Obligor hereby assigns, pledges and grants to the Agent, for the ratable benefit of the Holders, with respect to the Sellers' Secured Notes a continuing security interest in and to and Lien on all right, title and interests in all property or assets of such Obligor, of every kind or nature whatsoever, wherever located, howsoever evidenced, whether contingent or absolute, real or personal, now existing or hereafter acquired, arising or created, including without limitation all Accounts, inventory, goods, contract rights, instruments, documents, chattel paper, general intangibles, payment intangibles, letters of credit, letter-of-credit rights, supporting obligations, machinery and equipment, real property, fixtures, leases, 100% of the Capital Stock in any Subsidiary, money, investment property, deposit accounts, all commercial tort claims and all causes of action arising under the Bankruptcy Code or otherwise, and all cash and non-cash proceeds, rents, products and profits of any of the foregoing (such security interest and Liens being hereafter collectively referred to as the "Agent's Liens"), and all property of the Obligors subject to the Agent's Liens being hereafter collectively referred to as the "Collateral"). The Agent's Liens shall be prior to all other Liens in or on the Collateral other than Permitted Liens.

Section 3.02 Negotiable Collateral. In the event that any Collateral, including proceeds, is evidenced by or consists of Negotiable Collateral, the Obligors promptly shall endorse and deliver physical possession of such Negotiable Collateral to the Agent.

Section 3.03 Collection of Accounts, General Intangibles, and Negotiable Collateral. At any time after the occurrence and during the continuance of an Event of Default, the Agent or the Agent's designee may (a) notify customers or Account Debtors of each Obligor that the Accounts, General Intangibles, or Negotiable Collateral have been assigned to the Agent or that the Agent for the benefit of the Holders in accordance with their respective Pro Rata Shares has a security interest therein and (b) collect the Accounts, General Intangibles, and Negotiable Collateral directly and charge the collection costs and expenses allocable to the Sellers' Secured Notes to the Sellers' Secured Note Account in accordance with the respective Pro Rata Shares of the Holders.

Section 3.04 Delivery of Additional Documentation Required. At any time upon the request of the Agent, each Obligor shall execute and deliver to the Agent all financing statements, collateral assignments, continuation financing statements, fixture filings, security agreements, pledges, assignments, mortgages, leasehold mortgages, deeds of trust, leasehold deeds of trust, endorsements of certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Agent reasonably may request, in form satisfactory to the Agent, to perfect and continue perfected the Agent's Liens on the Collateral (whether now owned or hereafter arising or acquired), and in order to fully consummate all of the transactions contemplated hereby and under the other Sellers' Secured Note Documents.

Section 3.05 Power of Attorney. Each Obligor hereby irrevocably makes, constitutes, and appoints the Agent (and any of the Agent's officers, employees, or agents designated by the Agent) as such Obligor's true and lawful attorney, with power to (a) if such Obligor refuses to, or fails timely to execute and deliver any of the documents described in Section 3.04, sign the name of such Obligor on any of the documents described in Section 3.04, (b) at any time that an Event of Default has occurred and is continuing, sign such Obligor's name on any invoice or bill of lading relating to any Account, drafts against Account Debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to Account Debtors, (c) send requests for verification of Accounts, (d) endorse such Obligor's name on any collection item that may come into the Holders' possession, (e) at any time that an Event of Default has occurred and is continuing, notify the post office authorities to change the address for delivery of such Obligor's mail to an address designated by the Agent, to receive and open all mail addressed to such Obligor, and to retain all mail relating to the Collateral and forward all other mail to such Obligor, (f) at any time that an Event of Default has occurred and is continuing, make, settle, and adjust all claims under such Obligor's policies of insurance and make all determinations and decisions with respect to such policies of insurance, and (g) at any time that an Event of Default has occurred and is continuing, settle and adjust disputes and claims respecting the Accounts directly with Account Debtors, for amounts and upon terms that the Agent determines to be reasonable, and the Agent may cause to be executed and delivered any documents and releases that the Agent determines to be necessary. The appointment of the Agent as such Obligor's attorney, and each and every one of the Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid and performed and the Holders' obligations to extend credit hereunder is terminated.

Section 3.06 Rights and Remedies Cumulative. All of the rights and remedies with respect to the Collateral described in this Article III are cumulative with, in addition to, and do not limit or in any way impair, the rights and remedies of the Agent and the Holders set forth elsewhere in this Agreement, in the other Funding Documents, arising under applicable law, or otherwise available to the Agent and the Holders.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ISSUER:

INTERACTIVE NETWORK, INC.

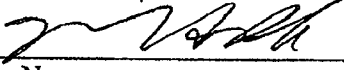
By: 
Name: _____
Title:

JUNIOR SUBORDINATED GUARANTORS:

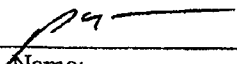
PENTHOUSE MEDIA GROUP, INC.
GENERAL MEDIA ART HOLDING, INC.
GENERAL MEDIA COMMUNICATIONS, INC.
GENERAL MEDIA ENTERTAINMENT, INC.
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ESTABLISHMENT
PENTHOUSE IMAGES ACQUISITIONS, LTD.
WEST COAST FACILITIES INC.
PMGI HOLDINGS, INC.
PURE ENTERTAINMENT
TELECOMMUNICATIONS, INC.

By: 
Name: _____
Title:

PENTHOUSE FINANCIAL SERVICES, N.V.

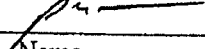
By: 
Name: _____
Title:

PENTHOUSE DIGITAL MEDIA
PRODUCTIONS, INC.
VIDEO BLISS, INC.
DANNI ASHE, INC.

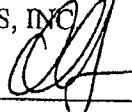
By: 
Name: _____
Title:

(signature page for Sellers' Securities Agreement)

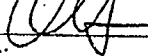
SNAPSHOT PRODUCTIONS, LLC

By: 
Name:
Title:


SENIOR SUBORDINATED GUARANTORS:

VARIOUS, INC.
By: 
Name:
Title:

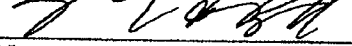
GLOBAL ALPHABET, INC.
SHARKFISH, INC.
TRAFFIC CAT, INC.
BIG ISLAND TECHNOLOGY GROUP, INC.
FAST CUPID, INC.
MEDLEY.COM INCORPORATED
PPM TECHNOLOGY GROUP, INC.
FRIENDFINDER NETWORK, INC.

By: 
Name:
Title:

FRIENDFINDER PROCESSING LTD.

By: 
Name:
Title:

STREAMRAY, INC.

By: 
Name:
Title:

(signature page for Sellers' Securities Agreement)

CONFIRM ID, INC.
FRNK TECHNOLOGY GROUP
TRANSBLOOM, INC.
STREAMRAY INC.

By: 

Name: David Bloom
Title: Secretary

(signature page for Sellers' Securities Agreement)

AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: *Kathy L. Mitchell*
Name: Kathy L. Mitchell
Title: Vice President

HOLDERS:

TRUST 1:

ANDREW B. CONRU TRUST AGREEMENT

By: _____
Andrew B. Conru, Trustee

TRUST 2:

MAPSTEAD TRUST,
CREATED ON APRIL 16, 2002

By: _____
Lars Mapstead, Trustee

By: _____
Marin A. Mapstead, Trustee

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U.S. BANK NATIONAL ASSOCIATION

By: _____

Name:

Title:

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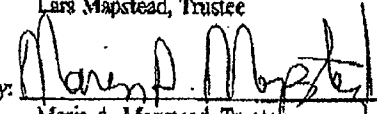
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