

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transbloom, Inc.		12/06/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	225 Asylum Street, 23rd Floor		
Internal Address:	Corporate Trust Services		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3312381	SPREAD4U	
Registration Number:	3312380	CAMCLUB	
CORRESPONDENCE DATA			
Fax Number:	(213)629-5063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-892-4653		
Email:	bharris@milbank.com		
Correspondent Name:	Benjamin Harris		
Address Line 1:	601 S. Figueroa St.		
Address Line 2:	30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	39479-00000		
NAME OF SUBMITTER:	Benjamin D. Harris		

CH \$65.00 3312381

Signature:	/Benjamin D. Harris/
Date:	06/25/2009
Total Attachments: 6 source=Executed PMGI Trademark Security Agreement (Q2 2009)(v1)#page1.tif source=Executed PMGI Trademark Security Agreement (Q2 2009)(v1)#page2.tif source=Executed PMGI Trademark Security Agreement (Q2 2009)(v1)#page3.tif source=Executed PMGI Trademark Security Agreement (Q2 2009)(v1)#page4.tif source=Executed PMGI Trademark Security Agreement (Q2 2009)(v1)#page5.tif source=Executed PMGI Trademark Security Agreement (Q2 2009)(v1)#page6.tif	

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 Corporate Trust Services, 225 Asylum Street, 23rd Floor, Hartford, CT 06103, in its capacity as Agent (as defined below) for the benefit of Agent and the Holders (as defined in the Securities Purchase Agreement referred to below).

WHEREAS, pursuant to that certain Securities Purchase agreement (as such Securities Purchase Agreement may be amended, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement") dated as of December 6, 2007 by and among the Company, Interactive Network, Inc., a Nevada corporation, the Senior Guarantors party thereto, 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"), the Holders have agreed to purchase the Issuer's Senior Secured Notes due 2011 in the initial aggregate principal amount of \$257,337,629 (the "Notes");

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

WHEREAS, pursuant to the Securities Purchase 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 Securities Purchase Agreement and, in the case of the Company, 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:

Execution Version

- (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 Securities Purchase 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 Securities Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page(s) Follow]

LA1 #6366757

Schedule I

Attached

**FriendFinder Networks Inc.
Interactive Network, Inc.**

U.S. Trademark Registrations and Applications Update Since March 11, 2009

As of June 15, 2009

Claimant: General Media Communications, Inc.

<u>MARK</u>	<u>SERIAL NO.</u>
LIFE ON TOP	77/653,918
LIFE ON TOP	77/653,907
CALIGULA	77/750,441
PENTHOUSE HD	77/703,378

Claimant: Tan Door Media Inc.

DAMMO	77/700,800
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Claimant: Transbloom, Inc.

	<u>REGISTRATION NO.</u>
SPREAD4U	3,312,381
CAMCLUB	3,3123,80