

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrita Studios, Inc.		04/01/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Broadcast Facilities, Inc.		
Street Address:	3030 Andrita Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2917974	ANDRITA STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	045231-0003		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045231-0003		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		
Date:	12/23/2009		

OP \$40.00 2917974

Total Attachments: 5

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TRADEMARK ASSIGNMENT

April 1, 2008

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Broadcast Facilities, Inc., a Delaware corporation ("Assignee"), Playboy Entertainment Group, Inc., a Delaware corporation, Andrita Studios, Inc., a California corporation ("Assignor"), and, for the purposes of Sections 4.1, 4.2 and 4.3, Article VII and Article X, Playboy Enterprises, Inc., a Delaware corporation, Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, its successors and permitted assigns, and Assignee hereby purchases, assumes and accepts from Assignor, the trademark listed on Schedule A attached hereto, together with the goodwill associated therewith and including (i) all renewals and extensions thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) the right to sue for past, present and future infringements thereof, upon the terms and subject to the terms and conditions set forth in the Purchase Agreement.

Assignor, for itself, its successors and permitted assigns, hereby covenants and agrees that, at any time and from time to time forthwith, upon the written request of Assignee, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Assignee in order to effect the terms of this Trademark Assignment and its recordation in relevant state and national trademark offices.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

Nothing contained in this Trademark Assignment shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Seller Parties or Buyer set forth in the Purchase Agreement.

This Trademark Assignment and all rights and powers granted by this Trademark Assignment shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

This Trademark Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware (without reference to the choice of law provisions of Delaware law).

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

No supplement, modification or waiver of this Trademark Assignment shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Trademark Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

In the event of conflict between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall take precedence and control.

[Signature page follows.]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the date first set forth above.

ASSIGNEE:

ASSIGNOR:

BROADCAST FACILITIES, INC.

ANDRITA STUDIOS, INC.

By: 
Name: Simon Bax
Title: Chief Executive Officer and Secretary

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the date first set forth above.

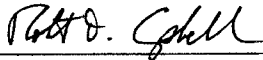
ASSIGNEE:

ASSIGNOR:

BROADCAST FACILITIES, INC.

ANDRITA STUDIOS, INC.

By: _____
Name: Simon Bax
Title: Chief Executive Officer and Secretary

By:  _____
Name: Robert D. Campbell
Title: Treasurer / Chief Financial Officer
and Assistant Secretary

Schedule A

Marks

Jurisdiction:	Trademark:	Owner Name:	Reg. No.	Reg. Date
United States	ANDRITA STUDIOS	Andrita Studios, Inc.	2917974	January 11, 2005