

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
Playboy.com, Inc.		01/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HushHush Entertainment, Inc.
Street Address:	22287 Mulholland Highway
Internal Address:	#416
City:	Calabasas
State/Country:	CALIFORNIA
Postal Code:	91302
Entity Type:	CORPORATION: CALIFORNIA

Name:	Andrew Stoddard
Street Address:	22287 Mulholland Highway
Internal Address:	#416
City:	Calabasas
State/Country:	CALIFORNIA
Postal Code:	91302
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78565069	HUSH MONEY

CORRESPONDENCE DATA

Fax Number: (310)860-0830
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dzimelis@elswansonlaw.com
 Correspondent Name: Elizabeth Swanson, Esq.
 Address Line 1: 9454 Wilshire Blvd.

OP \$40.00 78565069

Address Line 2: Suite 500
Address Line 4: Beverly Hills, CALIFORNIA 90212

ATTORNEY DOCKET NUMBER:	07-270
NAME OF SUBMITTER:	Elizabeth Swanson
Signature:	/Elizabeth Swanson/
Date:	04/14/2010

Total Attachments: 4
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SETTLEMENT AGREEMENT AND ASSIGNMENT

THIS SETTLEMENT AGREEMENT AND ASSIGNMENT (hereinafter "Agreement") is by and between HushHush Entertainment, Inc., a California Corporation, having a principal place of business of 22287 Mulholland Highway, #416, Calabasas, California, 91302, (hereinafter "HushHush"), Andrew Stoddard, an individual and CEO of HushHush Entertainment, Inc, with a business address at 22287 Mulholland Highway, #416, Calabasas, California, 91302, and Playboy.com, Inc., a corporation organized under the laws of Delaware, having a principal place of business of 680 North Lake Shore Drive, Chicago, Illinois 60611 (hereinafter "Playboy.com").

WHEREAS, Playboy.com is the owner of United States application Serial No. 78565069 on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the HUSH MONEY mark in International Class 35;

WHEREAS, HushHush has opposed Playboy.com's application Serial No. 78565069 via Opposition No. 91172183;

WHEREAS, the parties deem it in their mutual interest to resolve claims that they may have against one another in accordance with the terms of this Agreement;

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

(1) The foregoing recitals are incorporated into this Agreement by reference and made a part hereof.

(2) This Agreement applies to the United States only.

(3) HushHush agrees to pay Playboy.com a lump-sum amount of _____ by February 16, 2009 via a check made out to "Playboy Enterprises International, Inc."

(4) For good and valuable consideration, the receipt of which is hereby acknowledged, Playboy.com does hereby assign, remise, release and quitclaim to Andrew Stoddard any trademark rights it may have in and to HUSH MONEY ("the Mark") in connection with the following services: "rewards program in the nature of a bonus incentive program for customers in association with direct marketing advertising services for others, online retail store services, home shopping services by means of telephone, and mail order catalogue services all of the foregoing featuring audio visual recordings and DVDs with adult entertainment, and adult intimate sex toys and sex aids to enhance sexual pleasure and stimulation," including pending service mark application Serial No. 78565069, along with any goodwill associated therewith.

(5) Playboy.com makes no representations or warranties of any kind, either express or implied, as to validity or scope of the Mark, including pending trademark application Serial No. 78565069, and disclaims all implied warranties including validity of the Mark and non-infringement of intellectual property rights of any third party.

(6) HushHush agrees to refrain from disclosing or filing in the USPTO or elsewhere any material designated as "Confidential" in this Agreement.

(7) The lump-sum payment amount identified in Paragraph 3 is designated as Confidential.

(8) HushHush shall be responsible for filing all required documents regarding the assignment of the Mark with the USPTO and the United States Trademark Trial and Appeal Board, and for redacting Confidential information before doing so in connection with Paragraph 6 of this Agreement.

(9) For so long as Playboy.com is in compliance with the terms and conditions of this Agreement, HushHush and Andrew Stoddard hereby release and hold harmless Playboy.com, its successors and assigns, and all of its respective officers, directors, shareholders, licensees and employees from any claims arising out of, or in any way connected to Playboy.com's use and application of the HUSH MONEY mark for services covered by Application Serial No. 78565069.

(10) HushHush and Andrew Stoddard agree to be jointly and severally liable for any breach of this agreement.

(11) Waiver by a party hereto of any breach of the provisions of this Agreement shall not constitute a waiver of any other breach of the same or any other provision hereof.

(12) The provisions of this Agreement shall bind and inure to the benefit of the parties and their licensees, successors and/or assigns.

(13) This Agreement may be amended only by a written instrument executed by the parties hereto

(14) This Agreement contains the complete understandings and agreements between the parties in relation to the subject matter hereof and supersedes all prior written or oral understandings or agreements between them relating to the subject matter hereof.

(15) This agreement is the compromise of a dispute. The parties acknowledge that this agreement does not constitute an admission of liability by either party and shall be limited to the terms and conditions set forth herein.

(16) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, employment or other business relationship between the parties, and this Agreement does not constitute a trademark licensing agreement.

(17) This Agreement shall be interpreted and governed in accordance with the laws of the State of Illinois. Any and all disputes relating to this Agreement shall be adjudicated in courts of competent jurisdiction within Illinois. The parties hereby consent to, and waive any and all objections related to personal jurisdiction and venue for any action brought in the State of Illinois arising from or relating to this Agreement.


(18) If any term or condition of this Agreement is held invalid by a court of competent jurisdiction, such a finding shall in no way affect the remaining provisions hereof.

(19) Each party to this Agreement represents that it has read and understands the foregoing Agreement; that it has had the advice of counsel in entering into this Agreement; that it has the capacity and right to enter into this Agreement; and that it accepts the duties, obligations, privileges and rights granted hereunder.

IN WITNESS WHEREOF, the parties hereto, by and through their authorized agents, set their hand and seal as of the latter of the dates of signature set forth below.

HUSHHUSH ENTERTAINMENT, INC.

By:



(Signature)

Name:

Andrew Stoddard

(Printed)

Title:

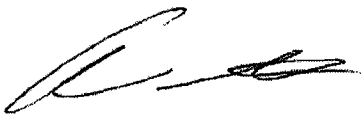
President

Date:

2.13.09

ANDREW STODDARD

By:



(Signature)

Name:

Andrew Stoddard

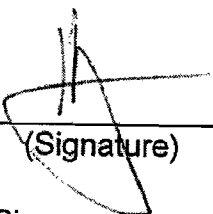
(Printed)

Title: Self

Date: 2-13-09

PLAYBOY.COM, INC.

By:



(Signature)

Name:

Howard Shapiro
(Printed)

Title: Vice President and Secretary

Date: 2-17-09