

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT														
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST - TRADEMARKS														
<b>CONVEYING PARTY DATA</b>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Manwin Licensing S.a.r.l.</td> <td></td> <td>04/28/2011</td> <td>Private Limited Liability Company: LUXEMBOURG</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Manwin Licensing S.a.r.l.		04/28/2011	Private Limited Liability Company: LUXEMBOURG							
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Manwin Licensing S.a.r.l.		04/28/2011	Private Limited Liability Company: LUXEMBOURG												
<b>RECEIVING PARTY DATA</b>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>Cortland Capital Market Services LLC</td> </tr> <tr> <td><b>Street Address:</b></td> <td>225 West Washington Street</td> </tr> <tr> <td><b>Internal Address:</b></td> <td>Suite 1450</td> </tr> <tr> <td><b>City:</b></td> <td>Chicago</td> </tr> <tr> <td><b>State/Country:</b></td> <td>ILLINOIS</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>60606</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	<b>Name:</b>	Cortland Capital Market Services LLC	<b>Street Address:</b>	225 West Washington Street	<b>Internal Address:</b>	Suite 1450	<b>City:</b>	Chicago	<b>State/Country:</b>	ILLINOIS	<b>Postal Code:</b>	60606	<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE	
<b>Name:</b>	Cortland Capital Market Services LLC														
<b>Street Address:</b>	225 West Washington Street														
<b>Internal Address:</b>	Suite 1450														
<b>City:</b>	Chicago														
<b>State/Country:</b>	ILLINOIS														
<b>Postal Code:</b>	60606														
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE														
<b>PROPERTY NUMBERS Total: 2</b>															
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<b>CORRESPONDENCE DATA</b>															
<p>Fax Number: (212)593-5955</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-756-2552</p> <p>Email: marisa.davidson@srz.com</p> <p>Correspondent Name: M. Davidson c/o Schulte Roth &amp; Zabel LLP</p> <p>Address Line 1: 919 Third Avenue</p> <p>Address Line 2: 22nd Floor</p> <p>Address Line 4: New York, NEW YORK 10022</p>															
<b>ATTORNEY DOCKET NUMBER:</b>	015752-0002														
<b>NAME OF SUBMITTER:</b>	Marisa Davidson (015752-0002)														

900190654

**TRADEMARK**  
**REEL: 004531 FRAME: 0675**

CH \$65.00 77387833

Signature:	/kc for md/
Date:	04/29/2011
<b>Total Attachments: 3</b> source=Trademark Grant of Security Interest for Manwin Licensing S.a.r.l.#page1.tif source=Trademark Grant of Security Interest for Manwin Licensing S.a.r.l.#page2.tif source=Trademark Grant of Security Interest for Manwin Licensing S.a.r.l.#page3.tif	

**EXECUTION COPY**

**GRANT OF A SECURITY INTEREST – TRADEMARKS**

WHEREAS, Manwin Licensing S.à.r.l. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 28, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cortland Capital Market Services LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of April 28, 2011.

**MANWIN LICENSING  
INTERNATIONAL S.À.R.L.**

By: 

Name: Fabian Thylmann, director of  
Manwin Holding S.à.r.l., in its  
capacity as sole director of  
Manwin Licensing International  
S.à.r.l.

**SCHEDULE A**

**Registered Trademarks**

<b>US TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
BRAZZERS	77/387,833	3,621,570
BRAZZERS	77/339,083	3,621,514

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