

Re: 12/7/11

01/04/2012



103638696

Electronic Version v1.1  
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Media Communications, Inc.		09/28/2011	CORPORATION: DELAWARE
PerfectMatch Inc.	FORMERLY Goldenrod Spear Inc.	09/28/2011	CORPORATION: DELAWARE

## 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:	Collateral Agent: <del>INDIANA</del> Ohio

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85411383	PENTHOUSE
Serial Number:	85430651	PENTHOUSE
Serial Number:	78624344	CELLMATES
Serial Number:	78446460	DUET
Serial Number:	78536507	GENUINE PEOPLE, REAL LOVE.
Serial Number:	78536497	LOVE IS IN THE LETTERS
Serial Number:	74590914	PERFECT MATCH PERSONAL INTRODUCTION SYSTEM
Serial Number:	78339375	PERFECTMATCH.COM

## CORRESPONDENCE DATA

Fax Number: (213)629-5063  
Phone: 2138924000

CH \$215.00 85411383

TRADEMARK  
REEL: 004704 FRAME: 0903

Email: mpatterson@milbank.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Melissa Patterson

Address Line 1: 601 S. Figueroa St., 30th Floor

Address Line 4: Los Angeles, CALIFORNIA 90017-5704

ATTORNEY DOCKET NUMBER:

39479.00100

NAME OF SUBMITTER:

Melissa Patterson

Signature:

/Melissa Patterson/

Date:

11/11/2011

Total Attachments: 6

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## 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 September 28, 2011 and is made by Interactive Network, Inc., a Nevada corporation ("INI"), FriendFinder Networks Inc., a Nevada corporation ("FFN," and together with INI, the "Issuers"), and each direct and indirect subsidiary of FFN (other than INI) listed on the signature pages hereto (together with any other direct or indirect subsidiary of FFN that hereafter becomes a party to this Agreement, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors together with the Issuers 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, 23<sup>rd</sup> Floor, Hartford, CT 06103 in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the benefit of the Collateral Agent, the Trustee (as defined below) and the Holders (as defined in the Indenture referred to below).

**WHEREAS**, pursuant to that certain Indenture (as such Indenture may be amended, supplemented or otherwise modified from time to time, the "Indenture") dated as of October 27, 2010 by and among the Issuers, the Guarantors party thereto and U.S. Bank National Association, as trustee (in such capacity, together with its successors in such capacity, the "Trustee"), the Holders have agreed to purchase the Issuers' 14% Senior Secured Notes due 2013 in the initial aggregate principal amount of \$305,000,000 (the "Securities");

**WHEREAS**, pursuant to the Indenture, each of the Subsidiary Grantors has guaranteed the obligations of the Issuers in respect of the Indenture, the Securities and the other Note Documents;

**WHEREAS**, pursuant to the Indenture each Grantor has granted to the Collateral Agent, for the Collateral Agent's benefit and for the benefit of the Trustee and 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 (as defined in the Security and Pledge Agreement dated as of October 27, 2010 by and between the Issuers, the Subsidiary Grantors and the Collateral Agent (the "Security and Pledge Agreement")) and Trademark Licenses (as defined in the Security and Pledge Agreement), to secure such Grantor's obligations under the Indenture and, in the case of the Issuers, the Notes; and

**WHEREAS**, each Grantor owns the Trademarks 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 the Collateral Agent, for the Collateral Agent's benefit and for the benefit of the Trustee 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 each Trademark referred to in the Schedule I annexed.

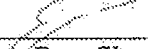
This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant and subject to the Indenture. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark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

[Signature Page(s) Follow]

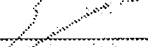
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective undersigned duly authorized officer as of the date first written above.

ISSUERS:

INTERACTIVE NETWORK, INC., a Nevada corporation

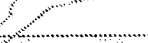
By:   
Name: Ezra Shashoua  
Title: Chief Financial Officer

FRIENDFINDER NETWORKS INC., a Nevada corporation

By:   
Name: Ezra Shashoua  
Title: Chief Financial Officer

SUBSIDIARY GRANTORS:

GENERAL MEDIA ART HOLDING, INC.  
GENERAL MEDIA COMMUNICATIONS, INC.  
GENERAL MEDIA ENTERTAINMENT, INC.  
GMCI INTERNET OPERATIONS, INC.  
GMI ON-LINE VENTURES, LTD.  
PENTHOUSE IMAGES ACQUISITIONS, LTD.  
WEST COAST FACILITIES INC.  
PMGI HOLDINGS INC.  
PURE ENTERTAINMENT TELECOMMUNICATIONS, INC.  
PENTHOUSE DIGITAL MEDIA PRODUCTIONS INC.  
VIDEO BLISS, INC.  
DANNI ASHE, INC.  
SNAPSHOT PRODUCTIONS, LLC  
VARIOUS, INC.

By:   
Name: Ezra Shashoua  
Title: Chief Financial Officer

GLOBAL ALPHABET, INC.  
SHARKFISH, INC.  
TRAFFIC CAT, INC.  
BIG ISLAND TECHNOLOGY GROUP, INC.  
FASTCUPID, INC.  
MEDLEY.COM INCORPORATED  
PPM TECHNOLOGY GROUP, INC.  
FRIENDFINDER CALIFORNIA INC.  
STREAMRAY INC.  
CONFIRM ID, INC.  
FRNK TECHNOLOGY GROUP  
TRANSBLOOM, INC.  
STREAMRAY STUDIOS INC.

By: \_\_\_\_\_

Name: Ezra Shashoua  
Title: Chief Financial Officer

TAN DOOR MEDIA INC.  
BIG EGO GAMES INC.  
NAFT NEWS CORPORATION  
PLAYTIME GAMING INC.

By: \_\_\_\_\_

Name: Ezra Shashoua  
Title: Treasurer

ARGUS PAYMENTS INC.  
BLUE HEN GROUP INC.  
FRIENDFINDER VENTURES INC.  
GIANT SWALLOWTAIL INC.  
GOLDENROD SPEAR INC.  
MAGNOLIA BLOSSOM INC.

By: \_\_\_\_\_

Name: Ezra Shashoua  
Title: Chief Financial Officer

FLASH JIGO CORP.

By: Mr. A. Brennan  
Name: Matt Brennan  
Title: Treasurer

Schedule I

FriendFinder Networks Inc.  
Interactive Network, Inc.

U.S. Trademark Registrations and Applications Update From  
June 30, 2011 through September 23, 2011

Claimant: General Media Communications, Inc.

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
PENTHOUSE	85/411383	Pending
PENTHOUSE	85/430651	Pending

Claimant: Goldenrod Spear Inc.

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
CELLMATES	78/624344	3,082,747
DUET	78/446460	2,992,322
GENUINE PEOPLE, REAL LOVE	78/536507	3,041,546
LOVE IS IN THE LETTERS	78/536497	3,240,473
PERFECT MATCH PERSONAL INTRODUCTION SYSTEM	74/590914	1,928,068
PERFECTMATCH.COM	78/339375	3,164,563



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PUBLIC RECORDS DIVISION