

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
RK Holdings, LLC		09/10/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Manwin IP S.a r.l.		
Street Address:	32, Boulevard Royal		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	2449		
Entity Type:	Societe a Responsabilite Limitee: LUXEMBOURG		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3305615	MIKE'S APARTMENT	
Registration Number:	3497651	MIKE IN BRAZIL	
Registration Number:	3305616	WIVES IN PANTYHOSE	
Registration Number:	3305619	VIP CREW	
Registration Number:	3305624	WE LIVE TOGETHER	
Registration Number:	3497652	TRANNY SURPRISE	
Registration Number:	3310789	8TH STREET LATINAS	
Registration Number:	3296585	ROUND AND BROWN	
Registration Number:	3384058	PAPI	
Registration Number:	3300979	FIRST TIME AUDITIONS	
Registration Number:	3377156	EXTREME NATURALS	
Registration Number:	3518834	MILF NEXT DOOR	
Registration Number:	3474181	EURO SEX PARTIES	
Registration Number:	3296694	CAPTAIN STABBIN	

TRADEMARK

Registration Number:	3359108	MONEY TALKS
Registration Number:	3359334	CAM CRUSH
Registration Number:	3359335	BOYS FIRST TIME

CORRESPONDENCE DATA

Fax Number: 3053972772
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 8886671113
Email: jaf@randazza.com
Correspondent Name: Jason A. Fischer
Address Line 1: 2 South Biscayne Blvd.
Address Line 2: Suite 2600
Address Line 4: Miami, FLORIDA 33131

DOMESTIC REPRESENTATIVE

Name: Evan M. Kent
Address Line 1: 11377 West Olympic Boulevard
Address Line 4: Los Angeles, CALIFORNIA 90064

NAME OF SUBMITTER:

Jason A. Fischer

Signature:

/Jason A. Fischer/

Date:

09/17/2012

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated and effective as of September 10, 2012 (the "Effective Date"), is entered into by and between RK HOLDINGS, LLC, a Florida limited liability company having an address of 12388 SW 82nd Avenue, Miami Beach, Florida 33156 ("Assignor") and Manwin IP S.à r.l., a private limited liability company (société à responsabilité limitée) organized under the laws of the Grand Duchy of Luxembourg, with a share capital of EUR 12,500, having its registered office at 32, Boulevard Royal, L-2449 Luxembourg, and registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) under number B 169.286 ("Assignee"). Capitalized terms used but not defined herein have the meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 1, 2012 (the "Asset Purchase Agreement"), among Assignee, the other Purchaser Parties, Assignor, as assignee of rights from Do Not Use, LLC (f/k/a RK Holdings, LLC) under the DNU Assignment (as defined below), the other Companies and the Stockholders, Assignor agreed to sell, assign and transfer to Assignee, and Assignee agreed to purchase and accept from Assignor, all of Assignor's right, title and interest in and to the LuxIP Assets for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement (the "DNU Assignment"), dated as of August 10, 2012, between Do Not Use, LLC (f/k/a RK Holdings, LLC) and Assignor, Do Not Use, LLC transferred and assigned all its rights, title and interest in and to the Asset Purchase Agreement to Assignor and Assignor accepted such assignment and transfer;

WHEREAS, a portion of the LuxIP Assets is comprised of Assignor's rights, title and interests in and to certain registered and unregistered trademarks, including related registrations, pending registration applications and common law rights, each of which trademarks is set forth in Exhibit A (the "Trademarks");

WHEREAS, the parties desire to reflect, by the execution and delivery of this Assignment, the assignment and transfer by Assignor and the acceptance by Assignee of the Trademarks, and have the assignment of Trademarks recorded with the United States Patent and Trademark Office (the "USPTO") and/or any other applicable state or foreign agency or governmental entity in any country in the world, as appropriate, each as set forth herein; and

WHEREAS, in connection with the closing of the transactions contemplated by the Asset Purchase Agreement, the parties have agreed to execute and deliver this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Effective Date, (a) Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and (b) Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, free and clear of all Liens, except for Permitted Liens, together with all associated goodwill of the business connected with the use thereof and symbolized thereby.

2. Recordation. The parties shall, immediately following the assignment and transfer of the Trademarks hereunder, authorize and request the USPTO, and/or any other applicable Governmental Authority, as appropriate, to record this Assignment to indicate Assignee as the assignee and owner of the Trademarks in its records. Immediately following the assignment and transfer of the Trademarks hereunder, Assignor shall authorize and request the USPTO and any official of any state or foreign country authorized and empowered to issue trademark registrations, to issue all registrations from any applications for registration included in the Trademarks to Assignee.

3. Additional Actions. Assignor hereby covenants and agrees that, at any time and from time to time after the Effective Date, at the reasonable request of Assignee or any Affiliate thereof, and without further consideration, it will, and will cause each of its Affiliates to, execute and deliver such other instruments of sale, transfer, conveyance, assignment and delivery, and take such other actions as are reasonably necessary to sell, transfer, convey, assign and deliver to Assignee (or its designated Affiliate), and to confirm to third parties Assignee's (or its designated Affiliate's) right, title and interest in, to and under, the Trademarks.

4. Asset Purchase Agreement. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Governing Law. This Assignment and the rights and obligations of the parties hereunder and the Persons subject hereto shall be governed by and construed and interpreted in accordance with the Laws of the State of New York without giving effect to conflicts of laws rules that would require the application of the Laws of another jurisdiction.

6. Consent to Jurisdiction. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in the Borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Assignment, or for recognition or enforcement of any judgment, and such parties hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard or determined in any such New York State court or, to the extent permitted by Law, in such federal court.

7. Binding Effect: Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment shall not be assignable or otherwise transferable by any party hereto without the prior written consent of the other party. Notwithstanding the foregoing, Assignee may assign its rights hereunder to any Affiliate pursuant to the terms of the Manwin Restructuring Agreement, and may collaterally assign its rights hereunder to (i) the Existing Lenders (or any agent therefor) or (ii) any financial institution or other lender providing financing to one or more of the Purchaser Parties in an arms' length transaction.

8. Amendment Waiver. This Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties. Waiver of any term or condition of this Assignment by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Assignment.

9. Third Party Beneficiary. Nothing in this Assignment shall confer any rights, remedies or claims upon any Person or entity not a party or a permitted assignee of a party to this Assignment.

10. Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.

11. Counterparts. This Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

RK HOLDINGS, LLC

By: 

Name: *John [unclear]*

Title: *Manager*

ASSIGNEE:

MANWIN IP S.À R.L.

By: Manwin Holding S.à r.l., its sole manager

By:

Name: Fabian Thyfmann

Title: Sole manager

64757261.DXC

[Signature Page to Assignment of Trademarks (APA)]

TRADEMARK
REEL: 004862 FRAME: 0401

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

RK HOLDINGS, LLC

By: _____
Name:
Title:

ASSIGNEE:

MANWIN IP S.À R.L.

By: Manwin Holding S.à r.l., its sole
manager

By: _____
Name: Fabian Thylmann
Title: Sole manager

EXHIBIT A

Trademarks

Registered Trademarks

Trademark	Registration Number	Registration Date
MIKE'S APARTMENT	3305615	2007-10-09
MIKE IN BRAZIL	3497651	2008-09-09
WIVES IN PANTYHOSE	3305616	2007-10-09
VIP CREW	3305619	2007-10-09
WE LIVE TOGETHER	3305624	2007-10-09
TRANNY SURPRISE	3497652	2008-09-09
8TH STREET LATINAS	3310789	2007-10-16
ROUND AND BROWN	3296585	2007-09-25
PAPI	3384058	2008-02-19
FIRST TIME AUDITIONS	3300979	2007-10-02
EXTREME NATURALS	3377156	2008-02-05
MILF NEXT DOOR	3518834	2008-10-21
EURO SEX PARTIES	3474181	2008-07-22
CAPTAIN STABBIN	3296694	2007-09-25
MONEY TALKS	3359108	2007-12-25
CAM CRUSH	3359334	2007-12-25
BOYS FIRST TIME	3359335	2007-12-25
REALITY KINGS	3359336	2007-12-25
EXTREME ASSES	3359356	2007-12-25
PAPI	3359357	2007-12-25
REAL ORGASMS	3359358	2007-12-25
TEAM SQUIRT	3384989	2008-02-19
REALITY KINGS REALITY KINGS.COM	3456844	2008-07-01
DARE DORM	3806498	2010-06-22
DARE DORM	3810019	2010-06-29
MOLLY'S LIFE	3806499	2010-06-22
MUFFIA	3806500	2010-06-22
MUFFIA - WELCOME TO THE FAMILY	3813579	2010-07-06
RKTV	3806501	2010-06-22
RKTV REALITYKINGS	3813580	2010-07-06
MILFHUNTER	2936139	2005-03-29
INTHEVIP	2936140	2005-03-29
BIGNATURALS	3019655	2005-11-29

GF REVENGE	3919371	2011-02-15
BIG MOVIES HD	4031478	2011-09-27
RK	4026246	2011-09-13
HORNYBIRDS	4155614	2012-06-05
NO FACES.COM SUBMIT YOUR SEX TAPE AND MAKE MONEY	4187922	2012-08-07
FOOTVILLE	4201186	2012-09-04

Pending Trademark Applications

Trademark	Serial Number	Application Date
HAPPY TUGS	85-342637	06/09/11
MOMSBANGTEENS	85-532448	02/02/12
GAY REVENGE	85-532535	02/02/12
BLACKGFS	85-550572	02/23/12

Material non-registered service marks:

Cum Fiesta, Street Blowjobs, Big Tits Boss, CumFu, Dick Dorm, King Dong, Hot Bush, Mega Cock Cravers, Top Shelf Pussy, Dangerous Dongs, Cum Girls, Huge Tits Pass