

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LFP IP, LLC		09/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Curtis Circulation Company, LLC		
Street Address:	730 River Road		
City:	New Milford		
State/Country:	NEW JERSEY		
Postal Code:	07646		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2001594	HUSTLER	
Registration Number:	1011001	HUSTLER	
Registration Number:	1474758	HUSTLER	
CORRESPONDENCE DATA			
Fax Number:	2123555009		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122935556		
Email:	kaufman@kaufmankahn.com		
Correspondent Name:	Mark S Kaufman		
Address Line 1:	747 Third Avenue		
Address Line 2:	32nd Floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Mark S. Kaufman		

OP \$90.00 2001594

Signature:	/Mark S. Kaufman/
Date:	09/19/2012
Total Attachments: 4 source=TM Collateral Security Agreement for Recordation (9-14-12)#page1.tif source=TM Collateral Security Agreement for Recordation (9-14-12)#page2.tif source=TM Collateral Security Agreement for Recordation (9-14-12)#page3.tif source=TM Collateral Security Agreement for Recordation (9-14-12)#page4.tif	

**TRADEMARK COLLATERAL SECURITY AGREEMENT
FOR RECORDATION**

WHEREAS, LFP IP, LLC, a limited liability company existing under the laws of the State of Delaware, having an address at 8484 Wilshire Boulevard, Suite 900, Beverly Hills, California (the "Company"), is the owner of all right, title and interest in and to the United States trademarks registered with the U.S. Patent and Trademark Office set forth on **Schedule A** attached hereto;

WHEREAS, pursuant to the terms and conditions of the Trademark Collateral Security Agreement dated as of September 4, 2012 (the "Trademark Agreement") made by Company in favor of CURTIS CIRCULATION COMPANY, LLC, a limited liability company, existing under the laws of the State of Delaware, having an address at 730 River Road, New Milford, New Jersey 07646 ("Curtis" or "Secured Party"), the Company is required to grant a security interest in, and lien on, said trademark to secure the obligations of the Company under a Credit Agreement, dated as of September 4, 2012 (with the Trademark Agreement, the "Agreements") among the Company and the Secured Party; and

WHEREAS, Company is willing to grant to the Secured Party the security interest in and lien on the trademarks described above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark Agreement, the Company hereby grants to the Secured Party a first priority security interest in, and a first priority lien upon: (i) the trademarks as set forth in **Schedule A** attached hereto; (ii) all renewals of any of the foregoing trademarks; (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing trademarks or with respect to any of the foregoing trademarks, including, without limitation, damages or payments for past or future infringements of any of the foregoing trademarks; (iv) all rights corresponding to any of the foregoing trademarks throughout the world; and (v) the goodwill of the Company's business connected with and symbolized by the foregoing trademarks. Such assignment and security interest shall secure all the Obligations (as defined in the Credit Agreement) and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Secured Party with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: Los Angeles, CA
1/23, 2012

LFP IP, LLC

[Signature]
By: Larry Claxton Flynt
Title:

CURTIS CIRCULATION
COMPANY, LLC

[Signature]
By: DENNIS F. [Signature]
Title: PRESIDENT

LFP PUBLISHING GROUP, LLC

[Signature]
By: Larry Claxton Flynt
Title:

INSERT NOTARIAL ACKNOWLEDGMENT

[Signature]

JANE E. PETNEL
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 18, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

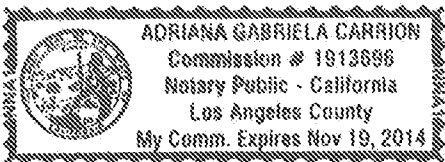
State of California

County of Los Angeles

On September 14, 2012 before me, Adriana Gabriela Carrion, Notary Public

personally appeared Darry Clayton Flynt

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark collateral security Agreement for Registration

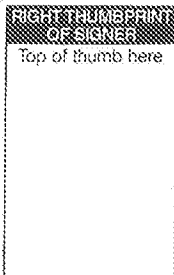
Document Date: 09-14-12 Number of Pages: 3

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

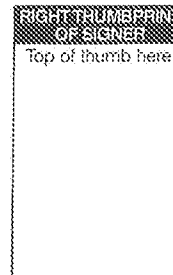
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

Registered and Pending U.S. Trademarks
Trademark

Reg./Serial App. No.

HUSTLER

2001594/75014961

HUSTLER

1011001/73020748

HUSTLER

1474758/73505509