

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
MANWIN IP S.A R.L.		09/10/2012	LIMITED LIABILITY COMPANY: LUXEMBOURG

RECEIVING PARTY DATA	
Name:	RK HOLDINGS, LLC
Street Address:	705 Washington Avenue
Internal Address:	Third Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33156
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 43		
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

OP \$1090.00 3305615

Registration Number:	3296694	CAPTAIN STABBIN
Registration Number:	3359108	MONEY TALKS
Registration Number:	3359334	CAM CRUSH
Registration Number:	3359335	BOYS FIRST TIME
Registration Number:	3359336	REALITY KINGS
Registration Number:	3359356	EXTREME ASSES
Registration Number:	3359357	PAPI
Registration Number:	3359358	REAL ORGASMS
Registration Number:	3384989	TEAM SQUIRT
Registration Number:	3456844	REALITY KINGS REALITY KINGS.COM
Registration Number:	3806498	DARE DORM
Registration Number:	3810019	DARE DORM
Registration Number:	3806499	MOLLY'S LIFE
Registration Number:	3806500	MUFFIA
Registration Number:	3813579	MUFFIA - WELCOME TO THE FAMILY
Registration Number:	3806501	RKTV
Registration Number:	3813580	RKTV REALITYKINGS
Registration Number:	2936139	MILFHUNTER
Registration Number:	2936140	INTHEVIP
Registration Number:	3019655	BIGNATURALS
Registration Number:	3919371	GF REVENGE
Registration Number:	4031478	BIG MOVIES HD
Registration Number:	4026246	RK
Registration Number:	4155614	HORNYBIRDS
Registration Number:	4187922	NO FACES.COM SUBMIT YOUR SEX TAPE AND MA
Registration Number:	4201186	FOOTVILLE
Serial Number:	85342637	HAPPY TUGS
Serial Number:	85532448	MOMSBANGTEENS
Serial Number:	85532535	GAY REVENGE
Serial Number:	85550572	BLACKGFS

CORRESPONDENCE DATA

Fax Number: 3102318311

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

Phone: (310) 312-3750

TRADEMARK
REEL: 004867 FRAME: 0517

Email: skb@msk.com
Correspondent Name: Steve Bevins/Mitchell Silberberg & Knupp
Address Line 1: 11377 West Olympic Boulevard
Address Line 4: Los Angeles, CALIFORNIA 90064-1683

ATTORNEY DOCKET NUMBER:	43277-13
NAME OF SUBMITTER:	Evan M. Kent
Signature:	/EMK012362/
Date:	09/25/2012

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 10, 2012, made by 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 (the “Pledgor”) in favor of RK HOLDINGS, LLC, as assignee of rights from Do Not Use, LLC (f/k/a RK Holdings, LLC), a Florida limited liability company (the “Secured Party”).

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of September 10, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to consummate the Asset Acquisition, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment of the Secured Obligations, the Pledgor the Pledgor hereby mortgages to and pledges with the Secured Party and grants to the Secured Party a First Priority Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) all Trademarks of the Pledgor, including, but not limited to, the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Secured Party shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

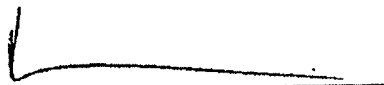
SECTION 6. Governing Law. This Trademark Security Agreement is being delivered in and shall be construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set above.

MANWIN IP S.À R.L.

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

By: 
Name: Fabian Thylmann
Title: Sole Manager

Signature Page to Trademark Security Agreement (US)

TRADEMARK
REEL: 004867 FRAME: 0521

Accepted and Agreed:

RK HOLDINGS, LLC

By:

Name
Title

Signature Page to Trademark Security Agreement (US)

TRADEMARK
REEL: 004867 FRAME: 0522

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

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

Trademark Applications:

Trademark	Serial Number	Application Date
HAPPY TUGS	85-342637	2011-06-09
MOMSBANGTEENS	85-532448	2012-02-02
GAY REVENGE	85-532535	2012-02-02
BLACKGFS	85-550572	2012-02-23