

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Playboy Enterprises, Inc.		10/31/2011	CORPORATION:
	Spice Entertainment, Inc.		10/31/2011	CORPORATION:
	ICS Entertainment, Inc.		10/31/2011	CORPORATION:
RECEIVING PARTY DATA				
Name:	Froytal Services, Ltd.			
Street Address:	Larnakos 33, 1st Floor			
Internal Address:	Flat/Office 101			
City:	Nicosia			
State/Country:	CYPRUS			
Postal Code:	1046			
Entity Type:	CORPORATION: CYPRUS			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	2616867	SPICE	
	Registration Number:	2980083	ADULT.COM	
	Registration Number:	3252844	AMATEURPAGES	
	Registration Number:	2754931	CYBERSPICE	
	Registration Number:	2711309	SPICE TV CLUB	
CORRESPONDENCE DATA				
Fax Number:	2027197049			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Email:	dweslow@wileyrein.com			
Correspondent Name:	David E. Weslow			
Address Line 1:	1776 K Street, NW			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006			

CH \$140.00 2616867

ATTORNEY DOCKET NUMBER:	85131
<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	David E. Weslow
Signature:	/David E. Weslow/
Date:	12/03/2012
<b>Total Attachments: 7</b> source=Manwin - Assignment (7 pages) (2)#page1.tif source=Manwin - Assignment (7 pages) (2)#page2.tif source=Manwin - Assignment (7 pages) (2)#page3.tif source=Manwin - Assignment (7 pages) (2)#page4.tif source=Manwin - Assignment (7 pages) (2)#page5.tif source=Manwin - Assignment (7 pages) (2)#page6.tif source=Manwin - Assignment (7 pages) (2)#page7.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment") is entered into effective as of October 31, 2011 by and between Playboy Enterprises, Inc., a Delaware corporation ("Assignor"), each of the undersigned Affiliates of Assignor and Froytal Services Ltd, a Cyprus private limited liability company ("Assignee"), pursuant to that certain Digital Master Agreement (the "Purchase Agreement") dated as of August 5, 2011 among Assignor and Assignee, pursuant to which Assignor agreed to assign certain of its trademarks to Assignee. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor or one of Assignor's undersigned Affiliates is the owner of the registered trademarks/service marks included in the Purchased Assets and the corresponding common law rights and/or registrations and applications in the U.S. Patent and Trademark Office and trademark offices in foreign jurisdictions as more fully described in Exhibit A attached hereto, which is incorporated herein by reference (collectively the "Trademarks"); and

WHEREAS, the purpose of this document is to confirm and memorialize such transfer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and each of the undersigned Affiliates of Assignor do hereby convey, grant, assign and deliver to Assignee all right, title and interest in and to the Trademarks worldwide, and any other registrations or applications therefor in the United States or any foreign jurisdiction, together with the good will related to the Trademarks and all claims and causes of action relating to infringement by a third party of the Trademarks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns. Assignor and each of the undersigned Affiliates of Assignor further authorizes the Commissioner for Trademarks of the United States, and any official of any country or jurisdiction foreign to the United States whose duty it is to record the rights to trademarks, registrations, applications and title thereto, to record the right to the trademarks, registrations and applications listed in the annexed Exhibit A as the property of Assignee.

Assignor and each of the undersigned Affiliates of Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Trademarks to Assignee.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Trademark Assignment may be executed by facsimile signature.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

PLAYBOY ENTERPRISES, INC.

By [Signature]  
Name: Scott Flanders  
Title: Chief Executive Officer

AFFILIATES OF ASSIGNOR:

SPICE ENTERTAINMENT, INC.

By [Signature]  
Name: Scott Flanders  
Title: President

ICS ENTERTAINMENT, INC.

By [Signature]  
Name: Scott Flanders  
Title: President

ASSIGNEE:

FROYTAL SERVICES LTD, a private limited liability company incorporated under the laws of Cyprus

By \_\_\_\_\_  
Name: Fabian Thylmann  
Title: Director

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On the 26 day of Oct in the year 2011, before me, the undersigned, personally appeared Scott Flanders, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary Lee Evers  
Notary Public



Signature page to Trademark Assignment (Digital Master Agreement)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

PLAYBOY ENTERPRISES, INC.

By \_\_\_\_\_  
Name: Scott Flanders  
Title: Chief Executive Officer

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By \_\_\_\_\_  
Name: Scott Flanders  
Title: President

ICS ENTERTAINMENT, INC.

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Name: Scott Flanders  
Title: President

ASSIGNEE:

FROYTAL SERVICES LTD, a private limited liability company incorporated under the laws of Cyprus

By \_\_\_\_\_  
Name: Fabian Thylmann  
Title: Director

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Signature page to Trademark Assignment (Digital Master Agreement)