

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
Playboy Enterprises International, Inc.		07/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
Internal Address:	Attention: Account Manager   Playboy		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4315825	THE PLAYBOY MORNING SHOW	
Registration Number:	4316000	VIP	
Registration Number:	4315999	PLAYBOY VIP	
Serial Number:	85972545	PLAYBOY PHYSICAL	
Serial Number:	85972534	PLAYBOY PHYSICAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	krobbins@playboy.com		
Correspondent Name:	Playboy Enterprises International, Inc.		
Address Line 1:	9346 Civic Center Drive, Suite 200		
Address Line 2:	Kathleen Robbins		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		

CH \$140.00 4315825

ATTORNEY DOCKET NUMBER:	TSA Q2 2013
NAME OF SUBMITTER:	/Kathleen Robbins/
Signature:	/Kathleen Robbins/
Date:	07/24/2013
Total Attachments: 5 source=TSA Q2 2013#page1.tif source=TSA Q2 2013#page2.tif source=TSA Q2 2013#page3.tif source=TSA Q2 2013#page4.tif source=TSA Q2 2013#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 15, 2013 is entered into by Playboy Enterprises, Inc., a Delaware corporation (the "Borrower"), each of the undersigned (other than the Collateral Agent) (together with the Borrower, the "Grantors" and each, a "Grantor"), and Jefferies Finance LLC, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Amended and Restated Security Agreement, dated as of March 4, 2011, as amended and restated as of April 19, 2013, among Playboy Enterprises, Inc., a Delaware corporation, Icon Acquisition Holdings LLC, a Delaware limited liability company, the other Grantors party thereto and the Secured Party (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Party in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, including all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

**PLAYBOY ENTERPRISES INTERNATIONAL,
INC.**

By: _____


Name: Christoph Paehler
Title: CFO & Treasurer

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: _____


Name:
Title:

IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

**PLAYBOY ENTERPRISES INTERNATIONAL,
INC.**



By: _____
Name: Christoph Pachler
Title: CFO & Treasurer

JEFFERIES FINANCE LLC,
as the Collateral Agent

By:  _____
Name: Paul McDonnell
Title: Managing Director

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
THE PLAYBOY MORNING SHOW	U.S.	4315825 (85/552060)	April 9, 2013 (Feb 24, 2012)	Playboy Enterprises International, Inc.
V(SILHOUETTE)P 	U.S.	4316000 (85611156)	April 9, 2013 (April 28, 2012)	Playboy Enterprises International, Inc.
PLAYBOY VIP and Design 	U.S.	4315999 (85611149)	April 9, 2013 (April 28, 2012)	Playboy Enterprises International, Inc.

II. U.S. TRADEMARK APPLICATIONS

Trademark	Country	App. No.	App. Date	Record Owner
PLAYBOY PHYSICAL	U.S.	85972545	June 28, 2013	Playboy Enterprises International, Inc.
PLAYBOY PHYSICAL	U.S.	85972534	June 28, 2013	Playboy Enterprises International, Inc.