TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PD Products, LLC		10/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Garrison Loan Agency Services LLC
Street Address:	1290 Avenue of the Americas
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	4388253	ROTO-BATOR
Registration Number:	4388228	MIDGET-MAN
Registration Number:	4388229	MIDGET MAN
Registration Number:	4178674	ELITE SILICONE
Registration Number:	4085456	SEX THERAPY
Registration Number:	4199843	JELLY GEMS
Registration Number:	4067269	MEGA MASTURBATOR
Registration Number:	4059870	THE TUGGIE
Registration Number:	4176512	PUMP WORX
Registration Number:	4088908	FETISH FANTASY EXTREME
Registration Number:	3985350	FANTA FLESH
Registration Number:	3886472	SHOCK THERAPY
Registration Number:	4165071	FETISH FANTASY ELITE

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Registration Number:	4094251	FETISH FANTASY LINGERIE
Registration Number:	3841467	PIPEDREAM COMPANY STORE
Registration Number:	3841269	LE REVE
Registration Number:	3909138	ICICLES
Registration Number:	4106010	METAL WORX
Registration Number:	3777322	PIPEDREAM EXTREME TOYZ
Registration Number:	3715238	WALL BANGERS
Registration Number:	3759260	WOW VIBE!
Registration Number:	3714888	PURE SEX
Registration Number:	3647432	WANACHI
Registration Number:	3556369	FETISH FANTASY SERIES
Registration Number:	3387931	BASIX RUBBER WORKS
Registration Number:	3189458	BACHELORETTE PARTY FAVORS
Registration Number:	3158800	LUV TOUCH
Registration Number:	3171592	SEX SHOT
Registration Number:	3320650	PORTABLE PLEASURES
Registration Number:	3260185	FINGER FUN
Registration Number:	2992226	FANTASY SWING
Registration Number:	2933237	MEGA STRETCH
Registration Number:	2935000	MINI-MITE
Registration Number:	3313037	PIPEDREAM
Registration Number:	3647987	PIPEDREAM
Registration Number:	2888577	ALWAYS ON THE CUTTING EDGE
Registration Number:	3256777	PIPEDREAM
Registration Number:	2822721	LOVERS LOTTO
Registration Number:	2812765	PIN THE MACHO ON THE MAN
Registration Number:	2822722	RUBBA-WEAR
Registration Number:	2814825	FORE-PLAYING CARDS
Registration Number:	2814826	PARADICE
Registration Number:	2814828	THE PERFECT DATE
Registration Number:	2824744	FURRY CUFFS
Registration Number:	2824745	GLOW IN THE DARK EROTIC DICE
Registration Number:	2814827	LOVE MASK
Registration Number:	2859081	EDIBLE CROTCHLESS GUMMY PANTIES
Registration Number:	2763833	MOIST

	1951572	EXPLORING ULTIMATE FANTASIES
Registration Number:	2063661	BODY HEAT
Serial Number:	86042092	FETISH FANTASY LOCKING SYSTEM
Serial Number:	86042084	WEB WALL
Serial Number:	86030639	SUPER SIZE ME
Serial Number:	86030644	REAL FEEL
Serial Number:	85972116	PLEASURE PRODUCTS
Serial Number:	85954329	CERAMIX
Serial Number:	85946843	PURE ALUMINIUM
Serial Number:	85873085	ANAL FANTASY COLLECTION
Serial Number:	85856195	FETISH FANTASY ANAL
Serial Number:	85824890	SEXPERT
Serial Number:	85653664	FETISH FANTASY SEX SWING
Serial Number:	85620132	PIPEDREAM PLANOGRAMMER
Serial Number:	85531351	FETISH FANTASY WEAR
Serial Number:	85478186	FETISH FANTASY FUSION
Serial Number:	85323385	FETISH FANTASY BASIX

CORRESPONDENCE DATA

Fax Number: 2128366337

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

Phone: 212-836-7319

Email: psomelofske@kayescholer.com

Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

Address Line 1: 425 Park Avenue

Address Line 2: 16-06

Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	25138-0003-05948
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	10/04/2013

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 4, 2013 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GARRISON LOAN AGENCY SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of October 4, 2013 (the "Security Agreement"), by and among each of the Grantors, the other grantors party thereto, and the Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Agent 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. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) (i) all of such Grantor's Trademarks and Trademark Licenses, including without limitation those referred to on **Schedule I** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto; provided, that, upon such filing, the Trademark Collateral shall include, and the security interests granted under Section 2 hereof shall attach to, such intent-to-use application.

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 Agent for the Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECTION 4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent in accordance with the terms of the Security Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on **Schedule I**.

SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

PD PRODUCTS, LLC

By: Natasha Latif
Name: Natasha Latif
Title: Manager

Accepted and Agreed:

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By: _____
Name: BRIAN CHASE
Title: CHIEF OPERATING OFFICER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

PD PRODUCTS, LLC

US Trademarks

Mark/Image	Country	Application No. Application Date	Registration No. Registration Date	Status
FETISH FANTASY LOCKING SYSTEM	United States	**App** 86042092 **App** 19-AUG-2013		Pending
WEB WALL	United States	**App** 86042084 **App** 19-AUG-2013		Pending
SUPER SIZE ME	United States	**App** 86030639 **App** 06-AUG-2013		Pending
REAL FEEL	United States	**App** 86030644 **App** 06-AUG-2013		Pending
PLEASURE PRODUCTS	United States	**App** 85972116 **App** 27-JUN-2013		Pending

CERAMIX	United States	**App** 85954329 **App** 07-JUN-2013		Pending
PURE ALUMINIUM	United States	**App** 85946843 **App** 30-MAY-2013		Pending
ROTO-BATOR	United States	**App** 85884285 **App** 22-MAR-2013	**Reg** 4388253 **Reg** 20-AUG-2013	Registered
MIDGET-MAN	United States	**App** 85875429 **App** 13-MAR-2013	**Reg** 4388228 **Reg** 20-AUG-2013	Registered
MIDGET MAN	United States	**App** 85875440 **App** 13-MAR-2013	**Reg** 4388229 **Reg** 20-AUG-2013	Registered
ANAL FANTASY COLLECTION	United States	**App** 85873085 **App** 11-MAR-2013		Published
FETISH FANTASY ANAL	United States	**App** 85856195 **App** 21-FEB-2013		Published

SEXPERT	United States	**App** 85824890 **App** 16-JAN-2013		Published
FETISH FANTASY SEX SWING	United States	**App** 85653664 **App** 15-JUN-2012		Published
PIPEDREAM PLANOGRAMMER	United States	**App** 85620132 **App** 08-MAY-2012		Published
FETISH FANTASY WEAR	United States	**App** 85531351 **App** 01-FEB-2012		Published
ELITE SILICONE	United States	**App** 85478216 **App** 21-NOV-2011	**Reg** 4178674 **Reg** 24-JUL-2012	Registered
FETISH FANTASY FUSION	United States	**App** 85478186 **App** 21-NOV-2011		Published

SEX THERAPY	United States	**App** 85375613 **App** 19-JUL-2011	**Reg** 4085456 **Reg** 10-JAN-2012	Registered
JELLY GEMS	United States	**App** 85374277 **App** 18-JUL-2011	**Reg** 4199843 **Reg** 28-AUG-2012	Registered
FETISH FANTASY BASIX	United States	**App** 85323385 **App** 17-MAY-2011		Published
MEGA MASTURBATOR	United States	**App** 85322241 **App** 16-MAY-2011	**Reg** 4067269 **Reg** 06-DEC-2011	Registered
THE TUGGIE	United States	**App** 85299329 **App** 19-APR-2011	**Reg** 4059870 **Reg** 22-NOV-2011	Registered
PUMP WORX	United States	**App** 85221626 **App** 19-JAN-2011	**Reg** 4176512 **Reg** 17-JUL-2012	Registered

FETISH FANTASY EXTREME	United States	**App** 85177237 **App** 15-NOV-2010	**Reg** 4088908 **Reg** 17-JAN-2012	Registered
FANTA FLESH	United States	**App** 85177228 **App** 15-NOV-2010	**Reg** 3985350 **Reg** 28-JUN-2011	Registered
SHOCK THERAPY	United States	**App** 85066895 **App** 18-JUN-2010	**Reg** 3886472 **Reg** 07-DEC-2010	Registered
FETISH FANTASY ELITE	United States	**App** 85037031 **App** 12-MAY-2010	**Reg** 4165071 **Reg** 26-JUN-2012	Registered
FETISH FANTASY LINGERIE	United States	**App** 85018874 **App** 20-APR-2010	**Reg** 4094251 **Reg** 31-JAN-2012	Registered
PIPEDREAM COMPANY STORE	United States	**App** 77961094 **App** 17-MAR-2010	**Reg** 3841467 **Reg** 31-AUG-2010	Registered
LE REVE	United States	**App** 77925291 **App** 01-FEB-2010	**Reg** 3841269 **Reg** 31-AUG-2010	Registered

ICICLES	United States	**App** 77884554 **App** 02-DEC-2009	**Reg** 3909138 **Reg** 18-JAN-2011	Registered
METAL WORX	United States	**App** 77869508 **App** 10-NOV-2009	**Reg** 4106010 **Reg** 28-FEB-2012	Registered
PIPEDREAM EXTREME TOYZ	United States	**App** 77810541 **App** 21-AUG-2009	**Reg** 3777322 **Reg** 20-APR-2010	Registered
WALL BANGERS	United States	**App** 77746468 **App** 28-MAY-2009	**Reg** 3715238 **Reg** 24-NOV-2009	Registered
WOW VIBE!	United States	**App** 77731939 **App** 07-MAY-2009	**Reg** 3759260 **Reg** 09-MAR-2010	Registered
PURE SEX	United States	**App** 77723926 **App** 28-APR-2009	**Reg** 3714888 **Reg** 24-NOV-2009	Registered
WANACHI	United States	**App** 77633451 **App** 15-DEC-2008	**Reg** 3647432 **Reg** 30-JUN-2009	Registered

FETISH FANTASY SERIES	United States	**App** 77396365 **App** 13-FEB-2008	**Reg** 3556369 **Reg** 06-JAN-2009	Registered
BASIX RUBBER WORKS	United States	**App** 77152028 **App** 09-APR-2007	**Reg** 3387931 **Reg** 26-FEB-2008	Registered
BACHELORETTE PARTY FAVORS	United States	**App** 78820037 **App** 21-FEB-2006	**Reg** 3189458 **Reg** 26-DEC-2006	Registered
LUV TOUCH	United States	**App** 78817590 **App** 17-FEB-2006	**Reg** 3158800 **Reg** 17-OCT-2006	Registered
SEX SHOT	United States	**App** 78796318 **App** 20-JAN-2006	**Reg** 3171592 **Reg** 14-NOV-2006	Registered
PORTABLE PLEASURES	United States	**App** 78754600 **App** 15-NOV-2005	**Reg** 3320650 **Reg** 23-OCT-2007	Registered

FINGER FUN	United States	**App** 78740337 **App** 25-OCT-2005	**Reg** 3260185 **Reg** 10-JUL-2007	Registered
FANTASY SWING	United States	**App** 78440211 **App** 23-JUN-2004	**Reg** 2992226 **Reg** 06-SEP-2005	Registered
MEGA STRETCH	United States	**App** 78380408 **App** 08-MAR-2004	**Reg** 2933237 **Reg** 15-MAR-2005	Registered
MINI-MITE	United States	**App** 78379615 **App** 05-MAR-2004	**Reg** 2935000 **Reg** 22-MAR-2005	Registered
PIPEDREAM	United States	**App** 76550808 **App** 10-OCT-2003	**Reg** 3313037 **Reg** 16-OCT-2007	Registered
PIPEDREAM	United States	**App** 76978837 **App** 10-OCT-2003	**Reg** 3647987 **Reg** 30-JUN-2009	Registered
ALWAYS ON THE CUTTING EDGE	United States	**App** 76528584 **App** 10-JUL-2003	**Reg** 2888577 **Reg** 28-SEP-2004	Registered

PIPEDREAM	United States	**App** 76514099 **App** 13-MAY-2003	**Reg** 3256777 **Reg** 26-JUN-2007	Registered
LOVERS LOTTO	United States	**App** 76504391 **App** 08-APR-2003	**Reg** 2822721 **Reg** 16-MAR-2004	Registered
PIN THE MACHO ON THE MAN	United States	**App** 76504390 **App** 08-APR-2003	**Reg** 2812765 **Reg** 10-FEB-2004	Registered
RUBBA-WEAR	United States	**App** 76504392 **App** 08-APR-2003	**Reg** 2822722 **Reg** 16-MAR-2004	Registered
FORE-PLAYING CARDS	United States	**App** 76504393 **App** 08-APR-2003	**Reg** 2814825 **Reg** 17-FEB-2004	Registered
PARADICE	United States	**App** 76504394 **App** 08-APR-2003	**Reg** 2814826 **Reg** 17-FEB-2004	Registered
THE PERFECT DATE	United States	**App** 76504396 **App** 08-APR-2003	**Reg** 2814828 **Reg** 17-FEB-2004	Registered
FURRY CUFFS	United States	**App** 76504388 **App** 08-APR-2003	**Reg** 2824744 **Reg** 23-MAR-2004	Registered

GLOW IN THE DARK EROTIC DICE	United States	**App** 76504389 **App** 08-APR-2003	**Reg** 2824745 **Reg** 23-MAR-2004	Registered
LOVE MASK	United States	**App** 76504395 **App** 08-APR-2003	**Reg** 2814827 **Reg** 17-FEB-2004	Registered
EDIBLE CROTCHLESS GUMMY PANTIES	United States	**App** 76504387 **App** 08-APR-2003	**Reg** 2859081 **Reg** 29-JUN-2004	Registered
MOIST	United States	**App** 76439933 **App** 12-AUG-2002	**Reg** 2763833 **Reg** 16-SEP-2003	Renewed
EXPLORING ULTIMATE FANTASIES	United States	**App** 74655272 **App** 03-APR-1995	**Reg** 1951572 **Reg** 23-JAN-1996	Registered
BODY HEAT	United States	**App** 74549792 **App** 15-JUL-1994	**Reg** 2063661 **Reg** 20-MAY-1997	Registered