

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JJ Acquisition, LLC		02/19/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Garrison Loan Agency Services LLC, as collateral agent
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: 19

Property Type	Number	Word Mark
Registration Number:	3455212	JIMMYJANE
Registration Number:	4335075	WIT
Registration Number:	3904740	THE PLEASURE'S IN THE DETAILS
Registration Number:	3883316	THREESOME
Registration Number:	3750364	THE USUAL SUSPECTS
Registration Number:	3750365	ICONIC RABBIT
Registration Number:	3750366	TWICE AS NICE
Registration Number:	3750367	ICONIC POCKET
Registration Number:	3750368	ICONIC RING
Registration Number:	3677268	SPIN ME
Registration Number:	4146458	PLEASURE TO THE PEOPLE
Registration Number:	3622213	LIVE SEXY
Registration Number:	3054766	LITTLE SOMETHING

CH \$490.00 3455212

Registration Number:	3220560	
Registration Number:	3709154	AFTERGLOW
Registration Number:	3360252	FORM 6
Registration Number:	3354325	LITTLE CHROMA
Serial Number:	85482285	WIT CHARM KINK
Serial Number:	85735504	HELLO

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:	02/20/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 19, 2014 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and between **JJ ACQUISITION, LLC**, a Delaware limited liability company (the "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").

WITNESSETH:

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of October 4, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto, and the Agent, pursuant to which the Grantor is 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 Grantor hereby agrees 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. The 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 the 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 the 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 the Grantor hereby acknowledges and affirms 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 the Grantor to Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

SECTION 4. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor 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 the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new trademark rights of the 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*.

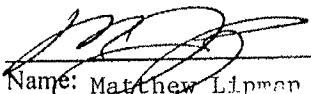
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the 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.

JJ ACQUISITION, LLC

By: PD PRODUCTS, LLC, its sole member

By: 
Name: Matthew Lipman
Title: Manager

Accepted and Agreed:

GARRISON LOAN AGENCY SERVICES LLC,
as Agent

By: _____



Name:

JULIAN WELDON

Title:

SECRETARY

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

[See attached.]

Trademarks

UNITED STATES TRADEMARKS:

Registrations and Applications:

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
JIMMYJANE	United States	78/452,110	07/16/2004	3,455,212	06/24/2008	Registered
WIT	United States	77/510,573	06/28/2008	4,335,075	05/14/2013	Registered
THE PLEASURE'S IN THE DETAILS	United States	77/510,583	06/28/2008	3,904,740	01/11/2011	Registered
THREESOME	United States	77/458,461	04/25/2008	3,883,316	11/30/2010	Registered
THE USUAL SUSPECTS	United States	77/444,294	04/09/2008	3,750,364	02/16/2010	Registered
ICONIC RABBIT	United States	77/444,311	04/09/2008	3,750,365	02/16/2010	Registered
TWICE AS NICE	United States	77/444,326	04/09/2008	3,750,366	02/16/2010	Registered
ICONIC POCKET	United States	77/444,435	04/09/2008	3,750,367	02/16/2010	Registered
ICONIC RING	United States	77/444,438	04/09/2008	3,750,368	02/16/2010	Registered
SPIN ME	United States	77/358,215	12/21/2007	3,677,268	09/01/2009	Registered
PLEASURE TO THE PEOPLE	United States	85/433,057	09/27/2011	4,146,458	05/22/2012	Registered
LIVE SEXY	United States	77/558,745	08/26/2008	3,622,213	05/19/2009	Registered
WIT CHARM KINK	United States	85/482,285	11/29/2011	4,463,201	01/07/2014	Registered
HELLO	United States	85/735,504	09/21/2012	4,482,076	02/11/2014	Registered
LITTLE SOMETHING	United States	78/561,114	02/04/2005	3,054,766	01/31/2006	Registered
Heart Design	United States	78/471,158	08/20/2004	3,220,560	03/20/2007	Registered
AFTERGLOW	United States	77/191,176	05/26/2007	3,709,154	11/10/2009	Registered
FORM 6 (Stylized)	United States	77/022,558	10/17/2006	3,360,252	12/25/2007	Registered
LITTLE CHROMA	United States	78/914,912	06/22/2006	3,354,325	12/11/2007	Registered

OTHER TRADEMARKS:Registrations:

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
JIMMYJANE	Canada	1243674	01/14/2005	TMA688447	05/28/2007	Registered
JIMMYJANE	China	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Comm. TM (Int. TM)	08460477	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Hong Kong	301940049	06/08/2011	301940049	06/08/2011	Registered
JIMMYJANE	Japan	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Korea	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Singapore	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Turkey	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Taiwan	100041933	08/17/2011	01528715	07/16/2012	Registered
Heart Design	Canada	1247810	02/18/2005	TMA688230	05/24/2007	Registered
Heart Design	China	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Comm. TM (Int. TM)	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Japan	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Singapore	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Taiwan	100041932	08/17/2011	01535441	09/01/2012	Registered
FORM 6 (Stylized)	Canada	1343159	04/12/2007	TMA772708	07/22/2010	Registered