

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sarah Coventry HPP, Inc.		09/17/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Playboy Enterprises, Inc.		
Street Address:	680 North Lake Shore Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0777377	COVENTRY	
Registration Number:	0777378	SARAH	
Registration Number:	0788735	SC	
Registration Number:	0636452	SARAH COVENTRY	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023444976		
Email:	rliebowitz@venable.com,trademarkdocket@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	c/o Venable LLP		
Address Line 2:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043		
ATTORNEY DOCKET NUMBER:	COVENTRY MARKS - TO PEI		
NAME OF SUBMITTER:	Rebecca Liebowitz		
SIGNATURE:	/rebecca liebowitz/		
DATE SIGNED:	06/11/2014		
Total Attachments: 10			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of September 17, 2010 (this "Assignment") by Sarah Coventry HPP, Inc., a Delaware corporation ("Assignor"), in favor of Playboy Enterprises, Inc., a Delaware corporation ("Assignee") with its principal place of business at 680 North Lake Shore Drive, Chicago, IL 60611.

WITNESSETH

WHEREAS, Assignor is the owner of certain intellectual property;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title, and interest in, to and under such intellectual property; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT AND ASSUMPTION; PAYMENT

1.1 **Assignment of Intellectual Property.** Assignor hereby perpetually and irrevocably sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all liens and encumbrances (except for liens granted pursuant to that certain Intellectual Property Security Agreement, effective as of January 1, 2004, by and between Sarah Coventry HPP, Inc. and Lifestyle Brands, Ltd.), all of Assignor's right, title and interest throughout the world in, to and under all intellectual property owned by Assignor (the "Intellectual Property") and all embodiments thereof, including without limitation the following:

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs, general intangibles of a like nature, all registrations and applications for any of the foregoing, all extensions and renewals of any of the foregoing, and all of the goodwill of the business connected with the use of and symbolized by the foregoing (the "Marks");

(b) all Internet domain names and uniform resource locators (URLs), including without limitation sarahcoventry.com;

(c) all patents and patent applications, including without limitation any continuations, divisionals, continuations-in-part, renewals, reissues, extensions and applications for any of the foregoing;

(d) all registered and unregistered copyrights and works of authorship, including without limitation all photographs, graphics, images, models, drawings,

designs, computer programs (whether in source code or object code form), databases, compilations and data, the content contained on any web site, all documentation related to any of the foregoing, and applications to register any of the foregoing including;

(e) all technology, trade secrets, confidential information, know-how, propriety processes, formulae, algorithms, models, inventions, and methodologies;

(f) all assignments, waivers, releases, disclosures and/or other documentation prepared, received, and/or executed that assign, sell, convey or grant any consent or make any release with respect to any right, title or interest in or to any of the Intellectual Property to the extent vesting or granting any right, title or interest in or for the benefit of Assignor or any of its predecessors in interest;

(g) all inventory embodying any of the Intellectual Property;

(h) all rights that Assignor may have anywhere in the world to sue for any past, present or future infringement, misappropriation, unfair competition, dilution, other violations of any of the Intellectual Property, or injury to the goodwill associated with any of the Marks;

(i) all income, damages, proceeds, products, royalties, and/or payments now and hereafter due or payable with respect to any of the Intellectual Property, including without limitation, for past, present or future infringement, misappropriation, unfair competition, dilution, injury to the goodwill associated with any of the Marks, or other violation of any Intellectual Property;

(j) all other intangible property rights similar to any of the foregoing;
and

(k) all embodiments of any of the foregoing.

1.2 **Assumption.** Assignee does hereby acquire and accept the Intellectual Property from Assignor. Assignee does not assume any direct or indirect liability, indebtedness, obligation, commitment, claim, deficiency or guaranty whatsoever arising out of or relating to the Intellectual Property arising on or before the date hereof, whether or not known, disputed, secured, asserted, absolute, contingent, fixed and/or matured, and whenever arising, and no liability, indebtedness, obligation, commitment, claim, deficiency or guaranty shall be transferred or assigned under this Assignment, including without limitation any of the foregoing relating to contracts entered into on or prior to the date hereof and/or claims or assertions by third parties.

1.3 **Moral Rights.** Assignor acknowledges and agrees that the assignment of Intellectual Property pursuant to Section 1.1 includes all rights of paternity, integrity, attribution and withdrawal and any other rights that are known as, or substantially similar to, "moral rights." To the extent that any such rights may not be assigned under applicable law, Assignor hereby perpetually and irrevocably (a) waives such moral rights, and (b) consents to any action that would violate such moral rights.

1.4 **Purchase Price.** In consideration for the assignment of Intellectual Property and other rights granted and obligations undertaken by Assignor pursuant to this Assignment, Assignee shall pay Assignor an amount equal to Seven Thousand Five Hundred Dollars (\$7,500.00) in cash, by wire transfer of immediately available funds to an account designated by Assignor.

2. FURTHER ASSURANCES

2.1 Assignor agrees, without further consideration, to perform such lawful acts, and to execute such further assignments and other lawful documents, as Assignee may request to transfer, record or perfect Assignee's right, title and interest in and to any of the Intellectual Property, including, but not limited to, executing all documents necessary to assign, record and perfect in the name of Assignee the assignment of any of the Intellectual Property with the Commissioner of Patents and Trademarks, Register of Copyrights, the applicable Internet domain name registration authorities and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar).

3. POWER OF ATTORNEY

3.1 Without limiting the foregoing, Assignor hereby irrevocably constitutes and appoints Assignee, such person's true and lawful attorney-in-fact to sign, and/or to submit any and all instruments, certificates and documents, including, without limitation, assignment agreements and the authentication documentation related thereto, that may be necessary, desirable or appropriate to be executed and/or submitted by or on behalf of such person as may be necessary to effectuate fully this Assignment. Assignor agrees and acknowledges that this power of attorney may be transferred by Assignee to a successor or assignee with respect to the Intellectual Property. Assignee shall provide written notice of any such transfer to Assignor at the address set forth above.

4. MISCELLANEOUS

4.1 **Amendments and Waiver.** Any amendment to this Assignment shall be in a writing, which may be executed in one or more counterparts, and shall be effective if executed by Assignor and Assignee. The rights of Assignor or Assignee may only be waived by the respective party in writing.

4.2 **Governing Law.** This Assignment shall be governed by and interpreted under the laws of the State of Delaware applicable to contracts executed in and to be performed in the State of Delaware without giving effect to the principles thereof relating to conflicts of law. Any action brought to enforce this Assignment or any breach hereof or obligation hereunder shall be brought in the United States District Court or the Delaware State Court located in Wilmington, Delaware, and the parties agree to the exclusive venue and jurisdiction of such courts.

4.3 **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement.

4.4 **Severability.** In case any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.5 **Successors, Assigns.** This Assignment shall be binding on Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. In addition, Assignor may not assign, or otherwise transfer, any of its obligations hereunder without the prior written consent of Assignee, and any such purported assignment or other transfer shall be null and void.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:
Sarah Coventry HPP, Inc.

By: _____
Authorized Signatory

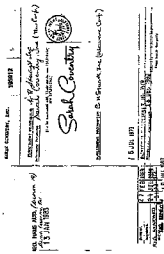

[Handwritten Signature]
Trustee and only as Trustee



Acknowledged and Accepted:





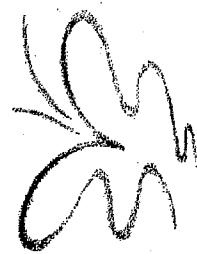
ASSIGNEE:
Playboy Enterprises, Inc.

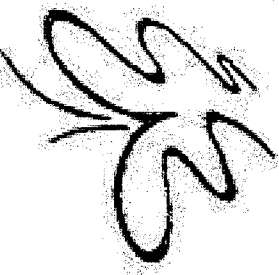

By: _____
Name:
Title:

Exhibit 1

Jurisdiction	Mark	Reg. No.
Argentina	SARAH COVENTRY	1948863
Aruba	COVENTRY	11987
Aruba	SARAH	11988
Aruba	SARAH COV.	11986
Aruba	SARAH COVENTRY	11985
Australia	SARAH COVENTRY HERITAGE	555138
Australia	SARAH (Stylized Letters)	195914
Australia	SARAH COVENTRY and Design	195912
		
Australia	SARAH	195914
Austria	SARAH COVENTRY	214444
Bahamas	COVENTRY	6824
Bahamas	COVENTRY	7181
Bahamas	SARAH COVENTRY	6823
Bahamas	SARAH COVENTRY	7180
Benelux	SARAH COVENTRY	0045974
Bermuda	SARAH	996
Bermuda	SARAH	6870
Bermuda	SARAH COVENTRY	6966
Canada		TMA472803
Canada	COVENTRY	TMA148434
Canada	FASHION CHANGES, STYLE DOESN'T	TMA502527
Canada	IMAGES BY/PAR SARAH COVENTRY	TMA491515

Jurisdiction	Mark	Reg. No.
Canada	SARAH	TMA147462
Canada	SARAH COVENTRY	TMA141729
Canada	SARAH COVENTRY	TMA253193
Canada	SARAH COVENTRY HERITAGE	TMA480055
Canada	SC	TMA148355
Chile	COVENTRY	323261
Chile	SARAH	323259
Chile	SARAH COVENTRY	323260
Czech Republic		182138
Czech Republic	FASHION CHANGES, STYLE DOESN'T	181576
Czech Republic	SARAH COVENTRY	181362
Hong Kong		200015324
Hong Kong	SARAH COVENTRY	200015325
Iceland	SARAH COVENTRY	
Iceland	SARAH	69709
Iceland	SARAH COVENTRY	146490
Iceland	COVENTRY	125.1988
Iceland	LADY COVENTRY	358/1989
Iceland	LORD COVENTRY	357/1989
Iceland	S.C.	359/198
Iceland	SARAH	129/1988
Iceland	SARAH COVENTRY	55.1988
Ireland	SARAH	69709

Jurisdiction	Mark	Reg. No.
Italy	SARAH COVENTRY and Design 	0000892276
Italy	SARAH COVENTRY and Design 	0000892808
Japan		2565039
Japan		2519072
Japan	SARAH COVENTRY	2528488
Japan	The Art is in the Wearing The Art is in the Wearing	2528489
Mexico		470195

Jurisdiction	Mark	Reg. No.
Montserrat	COVENTRY	695
Montserrat	COVENTRY	637
Montserrat	SARAH	635
Montserrat	SARAH	694
Montserrat	SARAH COVENTRY	636
Montserrat	SARAH COVENTRY	693
Namibia	FASHION CHANGES, STYLE DOESN'T	92/0876
Namibia	SARAH COVENTRY	92/0874
Namibia	SARAH COVENTRY & Butterfly Design	92/0875
Netherlands Antilles	SARAH COVENTRY	16933
New Zealand	SARAH COVENTRY (Stylized Letters)	82861
	<i>Sarah Coventry</i>	
New Zealand	SARAH	82861
Norway	SARAH	69931
Poland		89268
Sarawak	SARAH COVENTRY	26862
Slovak Republic	FASHION CHANGES, STYLE DOESN'T	173069
Slovakia		173068
Slovakia	SARAH COVENTRY	180410
South Africa	Butterfly Design	93/11241
South Africa	Butterfly Design	93/11240

Jurisdiction	Mark	Reg. No.
South Africa	COVENTRY	893/10965
South Africa	FASHION CHANGES, STYLE DOESN'T	93/10963
South Africa	FASHION CHANGES, STYLE DOESN'T	93/11244
South Africa	FASHION CHANGES, STYLE DOESN'T	97/7233
South Africa	SARAH COVENTRY	93/11243
South Africa	SARAH COVENTRY	93/11242
South Africa	SARAH COVENTRY & Butterfly Design	89/3239
South Africa	SARAH COVENTRY and Butterfly Design	92/7234
Swaziland	SARAH COVENTRY & Butterfly Design	N/A
Switzerland	SARAH	P-347754
Switzerland	SARAH COVENTRY	P-327318
United States	COVENTRY	777,377
United States	SARAH	777,378
United States	SARAH COVENTRY	636,452
United States	SARAH COVENTRY and Design	2,928,080
	 SARAH COVENTRY	
United States	SC	788,735
Zambia	FASHION CHANGES, STYLE DOESN'T	284/92
Zambia	SARAH COVENTRY	286/92
Zambia	SARAH COVENTRY & Butterfly Design	285/92
Zimbabwe	FASHION CHANGES, STYLE DOESN'T	B946/92
Zimbabwe	SARAH COVENTRY	947/92
Zimbabwe	SARAH COVENTRY	948/92