TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309168

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Master Trademark License Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Playboy Enterprises International Inc.		06/24/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Products Licensing LLC
Street Address:	9346 Civic Center Dr., #200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 167

Property Type	Number	Word Mark
Registration Number:	3570782	
Serial Number:	85861962	PLAYBOY
Registration Number:	2941183	PLAYBOY
Registration Number:	3749284	PLAYBOY
Serial Number:	86162500	PLAYBOY ICE BREAKER
Registration Number:	4315999	PLAYBOY VIP
Serial Number:	85861935	
Registration Number:	3690340	
Registration Number:	2904404	
Serial Number:	85812902	SUPER PLAYBOY
Registration Number:	4316000	VIP
Registration Number:	3877746	PLAYBOY
Registration Number:	2765057	
Registration Number:	3877747	
Registration Number:	2719886	PLAYBOY
Registration Number:	2719885	
Registration Number:	2635849	PLAYBOY
Registration Number:	2978139	PLAYBOY
Registration Number:	3513566	PLAYBOY

CH $4190.00 3570782

Property Type	Number	Word Mark
Registration Number:	1040491	PLAYBOY
Registration Number:	3303683	PRIVATE PARTY
Registration Number:	2709637	
Registration Number:	3308169	
Registration Number:	3517492	
Registration Number:	3606722	
Serial Number:	85382787	
Registration Number:	1058294	
Registration Number:	3121617	THE MANSION
Serial Number:	86050389	PLAYBOY
Registration Number:	3959511	PLAYBOY
Registration Number:	3963330	
Registration Number:	0777377	COVENTRY
Serial Number:	86098253	PLAYBOY
Registration Number:	3242491	PLAYBOY
Registration Number:	0645386	PLAYBOY
Registration Number:	1308905	PLAYBOY
Registration Number:	4019840	PLAYMATE
Registration Number:	1308903	PLAYMATE
Registration Number:	0777867	PLAYMATE
Registration Number:	2802023	
Registration Number:	2177521	
Registration Number:	1308904	
Registration Number:	0759207	
Registration Number:	0777378	SARAH
Registration Number:	0636452	SARAH COVENTRY
Registration Number:	0788735	SC
Registration Number:	2445179	PLAYBOY
Registration Number:	2434256	
Registration Number:	3562703	BUNNY MONEY
Registration Number:	2114146	CENTERFOLD COLLECTOR CARDS
Registration Number:	0791734	PLAYBOY
Registration Number:	2260234	PLAYBOY CENTERFOLD
Registration Number:	0791333	
Registration Number:	2412958	PLAYBOY
Registration Number:	0871552	PLAYBOY
Serial Number:	85972545	PLAYBOY PHYSICAL
Registration Number:	1908471	PLAYBOY
Serial Number:	85407449	PLAYMATE

Property Type	Number	Word Mark
Registration Number:	3517643	PLAYMATE OF THE YEAR
Registration Number:	0871553	
Serial Number:	85550246	MANSION BY PLAYBOY
Registration Number:	3490174	PLAYBOY
Serial Number:	85550252	MANSION BY PLAYBOY
Serial Number:	85370537	PLAYBOY
Registration Number:	3332171	PLAYBOY
Registration Number:	2469441	PLAYBOY
Registration Number:	3332173	
Registration Number:	2848639	
Registration Number:	0679997	
Serial Number:	85550256	MANSION BY PLAYBOY
Registration Number:	3624653	PLAYBOY
Registration Number:	3624654	
Registration Number:	0784504	
Serial Number:	85550196	BOUDOIR BY PLAYBOY
Registration Number:	3475111	
Registration Number:	3592968	
Serial Number:	85550219	GROTTO BY PLAYBOY
Serial Number:	86198220	MR. PLAYBOY
Serial Number:	86198183	
Registration Number:	3140250	PLAYBOY
Registration Number:	1320822	PLAYBOY
Registration Number:	4280121	PLAYBOY
Registration Number:	1328611	PLAYBOY
Registration Number:	0984548	PLAYBOY
Serial Number:	85972534	PLAYBOY PHYSICAL
Registration Number:	1318244	PLAYBOY
Registration Number:	3406581	PLAYMATE
Serial Number:	86220768	PLBY
Registration Number:	3194099	
Registration Number:	4280122	
Registration Number:	0728889	
Registration Number:	3941190	ROCK THE RABBIT
Registration Number:	4180056	THE BUNNY BRA
Registration Number:	3176641	PLAYBOY
Registration Number:	3126980	
Registration Number:	3375828	PLAYBOY
Registration Number:	2921658	PLAYBOY

Property Type	Number	Word Mark
Registration Number:	2605118	PLAYBOY
Registration Number:	0689431	PLAYBOY
Serial Number:	86086105	PLAYMATE
Registration Number:	3607640	
Registration Number:	2971924	
Registration Number:	3375827	
Registration Number:	0873370	
Registration Number:	2556438	
Serial Number:	86031549	PLAYBOY
Registration Number:	3370451	PLAYBOY
Serial Number:	86031653	
Registration Number:	3349796	
Registration Number:	2759728	
Serial Number:	85753935	PLAYBOY
Serial Number:	85528330	PLAYBOY
Registration Number:	3496428	PLAYBOY
Serial Number:	85753949	
Serial Number:	85528357	
Registration Number:	3496429	
Serial Number:	85528344	PLAYBOY
Serial Number:	85528378	
Registration Number:	2107294	PLAYBOY
Registration Number:	0755301	PLAYBOY
Registration Number:	3951523	PLAYMATE
Registration Number:	2107307	
Registration Number:	0761793	
Registration Number:	3234488	
Registration Number:	3385231	BUNNY SHOP
Registration Number:	3393374	BUNNY SHOP
Registration Number:	0874451	PLAYBOY
Serial Number:	85974112	PLAYBOY
Registration Number:	3392395	PLAYBOY PASSPORT
Registration Number:	2661622	PLAYBOY STORE
Registration Number:	3012203	
Registration Number:	3375883	
Registration Number:	3392414	
Registration Number:	3374355	SHOPTHEBUNNY.COM
Serial Number:	85667917	
Registration Number:	3319643	

Property Type	Number	Word Mark
Registration Number:	4136289	GAMER NEXT DOOR
Registration Number:	4493415	MIDSUMMER NIGHT'S DREAM PARTY
Serial Number:	86198241	MR. PLAYBOY
Registration Number:	2482255	PLAYBOY
Registration Number:	2631654	PLAYBOY
Registration Number:	2709639	
Serial Number:	86057826	
Registration Number:	3963276	THE GAMER NEXT DOOR
Registration Number:	4060340	THE GAMER NEXT DOOR
Registration Number:	0810555	BUNNY
Registration Number:	2995430	CENTERFOLD
Registration Number:	2322825	PLAYBOY CENTERFOLDS
Registration Number:	2322800	PLAYBOY CYBER CLUB
Registration Number:	2504457	PLAYBOY'S CYBER GIRLS
Registration Number:	2191054	PLAYMATE
Registration Number:	3428026	BUNNY
Registration Number:	3392817	
Serial Number:	86098427	PLAYBOY
Serial Number:	86106760	
Registration Number:	1279832	PLAYBOY JAZZ FESTIVAL
Serial Number:	86007036	PLAYBOY AFTER DARK
Serial Number:	78316853	THE MANSION
Registration Number:	3385834	THE PLAYBOY CLUB
Serial Number:	86021266	V P
Serial Number:	86043101	PLAYBOY
Serial Number:	86043166	
Registration Number:	3406607	PLAYBOY
Registration Number:	3406608	
Serial Number:	86007661	AFTER DARK
Registration Number:	2275173	CENTERFOLD
Serial Number:	85375327	.COM SPORTSBOOK

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2:	2001 Ross Avenue, Suite 3600
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	27472-10860
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/30/2014

Total Attachments: 65

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EXECUTION VERSION

MASTER TRADEMARK LICENSE AGREEMENT

This Master Trademark License Agreement (as amended, restated, supplemented or otherwise modified from time to time, this "***Agreement***"), dated and effective as of June 24, 2014 ("***Effective Date***"), is by and between Playboy Enterprises International Inc., a Delaware corporation having an address of 9346 Civic Center Dr., #200, Beverly Hills, California 90210 ("***Licensor***"), and Products Licensing LLC, a Delaware limited liability company having an address of 9346 Civic Center Dr., #200, Beverly Hills, California 90210 ("***Licensee***") (Licensor and Licensee, each a "***Party***", and collectively, the "***Parties***").

WHEREAS, Licensor is the sole and exclusive owner of all right, title, interest and goodwill in and to the trademarks, service marks, logos, and applications and registrations therefor as set forth in **Schedule A** attached hereto, as may be amended or modified from time to time by the parties (collectively, "***PLAYBOY Marks***");

WHEREAS, Licensor is a party to certain trademark license agreements (as the licensor) with various third parties concerning the PLAYBOY Marks for use in connection with the manufacture, distribution and sale of certain products and/or provision of certain services (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "***Third Party License Agreements***"), and Licensee, through the Master Assignment Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "***Assumption Agreement***"), has assumed and, in the future, shall assume Licensor's obligations and responsibilities under such Third Party License Agreements and all Future Third Party License Agreements (as defined in the Assumption Agreement);

WHEREAS, Licensee, including pursuant to the Assumption Agreement, intends to engage in the business of sublicensing to third parties the right to use the PLAYBOY Marks for the manufacture, distribution and sale, and the provision of certain products and/or services worldwide; and

WHEREAS, to permit Licensee to assume the Third Party License Agreements and Future third Party License Agreements and perform the obligations and responsibilities of Licensor thereunder, and to sublicense third parties the right to use the PLAYBOY Marks, Licensor hereby desires to grant to Licensee and Licensee hereby desires to obtain from Licensor, a license to sublicense the PLAYBOY Marks under the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. *Exclusive License*. Licensor hereby grants to Licensee and Licensee hereby accepts a worldwide, exclusive license to the PLAYBOY Marks (and each of them) in connection with the following, in each case subject to Section 1(c):

   (i) Licensee's assumption and performance under the Third Party License Agreements;

(ii) Licensee's execution and performance under Future Third Party License Agreements, provided that, upon agreement by the Parties, Licensor may enter into and execute Future Third Party Licenses Agreements, in each case, in the name of and solely as an agent for the Licensee;

(iii) to sublicense (whether on an exclusive or non-exclusive basis) the manufacture, distribution, and/or sale of one or more classes of Consumer Products;

(iv) to sublicense (whether on an exclusive or non-exclusive basis) the manufacture, distribution, and/or sale of one or more Gambling Products; and

(v) to market, promote, and brand any or all of the PLAYBOY Marks (except with respect to Excluded Products), and to sublicense any one or more of the PLAYBOY Marks for use in connection with LBEs.

All sublicenses granted by Licensee hereunder shall be subject to quality control provisions, which shall be at least as restrictive as the quality control provisions found in Section 3 of this Agreement, or as otherwise agreed to by the Parties.

a. *Prohibited Use.* Notwithstanding anything herein to the contrary, licenses granted in Section 1 hereinabove do not include the right for Licensee to: (i) use any PLAYBOY Marks on products or services offered directly by Licensee on its own (Licensee only has the right to sublicense the PLAYBOY Marks); (ii) make any material alterations of the PLAYBOY Marks or create derivative works based on any PLAYBOY Marks; or (iii) file for or obtain any trademark, trade name, or domain name registrations for the PLAYBOY Marks or any marks or names confusingly similar thereto.

b. *Definitions.* As used in this Agreement, the following definitions shall apply:

"***Consumer Products***": means tangible merchandise sold at retail (both physical stores and through e-commerce sites) for purchase by the general purchasing public (*e.g.*, apparel, jewelry, accessories, bags, etc.) that is branded with, or promoted using, any one or more of the PLAYBOY Marks, but expressly excluding the Excluded Products.

"***Excluded Products***": Consumer Products, LBE and Gambling Products shall not cover, include, or extend to any of the following:

(i) The operation of domestic and international networks and premium pay television services (including, without limitation, the production, provision and/or delivery of programming to cable system operators, satellite distribution services, telephone companies, Internet Protocol Television systems, mobile operators, broadband and other distribution platforms and outlets) and websites and digital applications associated with such networks and pay television services.

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(ii) The production, distribution and/or licensing of print and digital editions of magazines, e-Zines, newspapers, books, publishing and publishing related ventures, including, without limitation, digital storefronts, websites and digital applications associated with such magazines, e-Zines, newspapers, books and other publishing and publishing related ventures; and other publishing applications traditionally exploited by Playboy in its media and/or publishing business (whether distributed in physical form or digitally), including, without limitation, the distribution and licensing of merchandise for promotional or marketing purposes in connection therewith.

(iii) The production, distribution and/or licensing of content and media assets, including, without limitation, motion pictures, video, music, photographs, images, and other entertainment and media assets and audio/visual works, television programming, animation, and other video products and the operation of websites and digital applications associated with the foregoing (other than Gambling Products) or other entertainment applications traditionally exploited by Playboy in its media and/or publishing business (whether distributed in physical form or digitally), distributed through any trade channels and product format currently in existence or developed in the future, whether directly by or with wireless carriers, distributors and OEM's or otherwise, including, without limitation, the distribution and licensing of merchandise for promotional or marketing purposes in connection therewith; and the sale, licensing and/or distribution of content on *DVD a*nd Blu-Ray discs, video on demand, electronic sell through, applications for mobile devices, ring tones, ring-back tones/themes, wall papers for mobile devices, social media, applications for all types of wireless communication or handheld devices (including, without limitation, phones, tablets, the IOS and Android operating systems, and other similar platforms developed in the future), the Internet or other digital services.

(iv) Any live event or other event or location that would otherwise be included within the definition of LBE if the live event or other event or location is not open to the public for more than fourteen (14) continuous days or four (4) contiguous weekends.

"Gambling Products": means gambling and gaming equipment, devices, and platforms (whether physical, mechanical, or provided via electronic/video medium) on which a wager is placed or which facilitate wagering and that have monetary payouts or other compensatory returns, or any such equipment, devices, and platforms, which provide for-fun/entertainment gaming experience without any monetary payouts or other compensatory returns, that is branded with, or promoted using, any one or more of the PLAYBOY Marks, but expressly excluding the Excluded Products.

"***LBE***": means any lodging, restaurant, concert, nightclub, casino, hotel, theme park, resort or attraction, location-based entertainment center, cruise

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ship or similar events or facility that is branded with or promoted under the PLAYBOY Marks, but expressly excluding the Excluded Products.

c. *Licensor's Retained Rights.* For the avoidance of doubt, the Parties agree that the foregoing license granted to Licensee shall not impact or affect in anyway, Licensor's right or ability to use any of the PLAYBOY Marks (on behalf of itself and its subsidiaries and affiliated companies, and third parties) in connection with Excluded Products and/or the marketing and/or sale of any other goods or services (not including Consumer Products, Gambling Products and LBEs) through any distribution or trade channels worldwide.

d. *Recordation.* The Parties agree and acknowledge that this Agreement may be filed with the intellectual or industrial property office, or other governmental offices, as necessary to comply with local laws. All costs associated with such filing shall be the sole responsibility of Licensee.

2. *Trademark Ownership.* Licensee acknowledges and confirms Licensor's exclusive ownership of the PLAYBOY Marks and all rights, including intellectual property rights, in and to such marks, and further acknowledges and agrees that all goodwill attached to the PLAYBOY Marks by Licensee hereunder shall inure to the exclusive benefit of Licensor. Further Licensee shall provide full cooperation upon Licensor's request to enable Licensor to file for or maintain/renewal any applications or registrations for the PLAYBOY Marks.

3. *Quality Control.* Licensor shall, at all times, have the right, in its sole discretion, to determine if the use of the PLAYBOY Marks by Licensee or any sublicensee is compliant with the terms and conditions of this Agreement, including, without limitation, whether the products and/or services that are and/or proposed to be offered under the PLAYBOY Marks by Licensee meet the level of quality established by Licensor ("***Acceptable Quality Standards***").

a. To assure continued compliance with the Acceptable Quality Standards, Licensee shall make available to the Licensor or its designee, upon reasonable notice and with reasonable frequency, information and materials relating to the use of the PLAYBOY Marks, including examples of use.

b. Licensor may from time to time, provide Licensee with certain materials which sets forth guidelines concerning the use of the PLAYBOY Marks. Licensee shall, at all times conform, and shall cause all of its sublicensees to conform, to such guidelines to Licensor's satisfaction.

c. Upon notice ("***Notice***") from Licensor that Licensee's use of the PLAYBOY Marks does not comply with the Acceptable Quality Standards, Licensee shall, within ninety (90) days after receipt of the Notice or as otherwise agreed to by the Parties, correct its use of the PLAYBOY Marks to comply with the Acceptable Quality Standards.

4. *Term and Termination.* The term of the License shall be effective as of the Effective Date and shall continue for ninety-nine (99) years therefrom ("***Term***"). Thereafter,

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upon the expiration of the Term, this Agreement shall terminate automatically without any further action by either Party, provided that the Parties have not agreed to renew the Agreement in writing.

5. *Default/Breach.* A Party will be in default under this Agreement if said Party violates any material provisions of this Agreement and such violation is not cured within ninety (90) days ("***Cure Period***") of its receipt of written notice of such violation. A copy of any notice of default to Licensee shall concurrently be given in writing to any financier to Licensee who at any time expressly requests a copy of such notice in writing, and any such financier shall have the right, in addition to, or in lieu of, Licensee, to effectuate a cure of any default during the Cure Period. In such event of default for non-cure, the non-defaulting Party shall have the right to terminate this Agreement by providing the defaulting Party with written notice of termination. Upon such termination, however, the defaulting Party shall not be relieved of any of its obligations under this Agreement.

6. *Representations by Licensor.* Licensor represents and warrants that, as of the date hereof: (i) it owns the PLAYBOY Marks free and clear of all liens, except for Permitted Liens (as defined in the Credit Agreement Among Products Licensing LLC and Lender's Party Thereto and DBD Credit Funding LLC, as Administrative Agent ("***Agent***"), dated as of the date hereof, as amended, restated, supplemented or otherwise modified from time to time); (ii) it has not granted any third parties any rights to use the PLAYBOY Marks other than pursuant to Third Party License Agreements, agreements for the Excluded Products or Licensor's retained rights as described hereinabove; (iii) all of the trademarks licensed pursuant to Third Party License Agreements that constitute Material Agreements (as defined in the Credit Agreement) are PLAYBOY Marks; and (iv) it has the right and authority to enter into and grant the rights licensed to Licensee under this Agreement.

7. *Covenant of Licensor.* Licensor agrees that, as of each date that Licensee is required to deliver a "Compliance Certificate" pursuant to Section 5.01(c) of the Credit Agreement referred to in Paragraph 6 above in connection with the delivery of quarterly financial reporting pursuant to Section 5.01(b) of the Credit Agreement, Licensor deliver to Licensee an updated version of Schedule A to this Agreement (provided that, if there have been no changes to such Schedule since the previous updating thereof as required hereby, Licensor shall provide written notice to Licensee that there have been no changes to such Schedule).

8. **DISCLAIMER OF WARRANTIES. THE PARTIES AGREE AND ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE EXPRESSLY REPRESENTED AND WARRANTED IN SECTION 6, THE PLAYBOY MARKS ARE BEING LICENSED HEREIN AS-IS AND LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO SUCH MARKS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT. IN NO EVENT SHALL LICENSOR OR ITS AFFILIATES, CONTRACTORS, AGENTS, OFFICERS, OR EMPLOYEES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY LICENSEE OR ANY THIRD**

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PARTY RESULTING FROM LICENSEE'S USE OF THE PLAYBOY MARKS OR EXERCISE OF THE LICENSE GRANTED HEREIN.

9. *Indemnity*. Licensee shall, to the extent necessary, indemnify, defend and hold harmless Licensor, its subsidiaries and affiliates, their respective shareholders, licensees and franchisees and the agents, officers, directors and employees of each and Licensor's agents from all costs, claims, suits, losses, damages and expenses (including without limitation attorneys' fees and litigation or other expenses) arising out of or in connection with: (i) Licensee's exercise of the license granted herein; (ii) any alleged action or failure to act whatsoever by Licensee; (iii) any alleged defect in any or all of the Consumer Products; (iv) any alleged non-conformity to or non-compliance with any law pertaining to the design, quality, safety, advertising, promotion or marketing of any or all of the Consumer Products; (v) any sales or distribution by any of Licensee's sublicensees of the Consumer Products to a country where a third party owns the registrations for trademarks that are confusingly similar to the PLAYBOY Marks; (vi) any breach by Licensee of his Agreement or any representations and warranties made by Licensee; or (vii) Licensee's performance hereunder.

(b) Licensor shall, to the extent necessary, indemnify, defend and hold harmless Licensee, its subsidiaries and affiliates, their respective shareholders, licensees and franchisees and the agents, officers, directors and employees of each and Licensee's agents from all costs, claims, suits, losses, damages and expenses (including without limitation attorneys' fees and litigation or other expenses) arising out of or in connection with any breach by Licensor of his Agreement or any representations and warranties made by Licensor.

10. *Assignment*. Licensor may freely assign this Agreement, in whole or in part, to any party. The present Agreement and all the rights granted herein are personal to Licensee and Licensee shall not, without Licensor's prior written consent (except that Licensee may collaterally assign this Agreement, and all its rights hereunder to Agent, and Agent may, under the circumstances provided in the Credit Agreement and/or any security documents executed in connection therewith, exercise the rights of Licensee hereunder) and except as expressly permitted herein, assign, transfer, or convey this Agreement and/or any rights granted herein to any third party, including by operation of law or change of control (comprising the sale or conveyance of majority equity or controlling shares or interest of Licensee to a third party). Any such attempt to assign, transfer, or convey, shall be deemed ***void ab initio*** and constitute a material breach of this Agreement.

11. *Severability*. Each provision of this Agreement shall be severable. If, for any reason, any provision herein is finally determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining provisions of this Agreement, and such remaining provisions will continue to be given full force and effect and bind the parties hereto. Each invalid provision shall be curtailed only to the extent necessary to bring it within the requirements of such law or regulation.

TRADEMARK
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12. *No Fiduciary Duty*. Nothing herein contained shall be construed to place the Parties hereto in the relationship of partners or joint venturers, and Licensee shall have no power to obligate or bind Licensor or its subsidiaries or affiliates in any manner whatsoever, and Licensor will have no fiduciary duty or fiduciary obligation to Licensee or any other third parties under this Agreement.

13. *Amendments*. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may not be altered or amended in any manner except by express agreement signed by the Party against whom the enforcement of such change is sought. Unless specifically agreed to the contrary in writing, the failure by Licensor at any time to require performance by the other of any provision of this Agreement shall not affect Licensor's right thereafter to enforce such provision. The Parties agree to execute, acknowledge and/or deliver any and all additional documents that may be reasonably requested or deemed by the other Party as necessary to evidence and effectuate any and all of the rights granted under this Agreement and do all such things as may be necessary and proper to carry out and effectuate the intent and purpose of this Agreement.

14. *Completeness and Interpretation.* This Agreement sets forth the entire understanding and agreement between the Parties as to the matters covered in this Agreement and supersedes and replaces any prior understanding, agreement or statement of intent, in each case, written or oral, of any and every nature with respect to such understanding, agreement or statement. The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement. The wording of this Agreement will be deemed to be the wording chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any such party. The Schedule, Recitals and all Exhibits attached hereto shall be deemed to be part of this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same agreement.

15. *Choice of Law*. This Agreement shall be governed by and interpreted under the laws of the State of California without regard to its conflicts of laws provisions. Licensee hereby submits to personal jurisdiction in Los Angeles, California or any other court of competent jurisdiction chosen by Licensor. The parties hereto agree that any and all disputes arising out of or relating in any way to this Agreement shall be litigated only in courts sitting in Los Angeles, California or any other court of competent jurisdiction chosen by Licensor.

[*Signature page to follow.*]

TRADEMARK
REEL: 005312 FRAME: 0178

IN WITNESS WHEREOF, the Parties hereto acknowledge the acceptance of the terms of this Agreement by their signatures and/or signatures of their respective duly authorized representatives.

LICENSOR

PLAYBOY ENTERPRISES INTERNATIONAL INC.

By: _____

Printed Name: Christoph Pachler

Title: Treasurer

Date: June 24, **2014**

LICENSEE

PRODUCTS LICENSING LLC

By: _____

Printed Name: Christoph Pachler

Title: Treasurer

Date: June 24, **2014**

[Signature page to Master Trademark License Agreement]

SCHEDULE A

PLAYBOY MARKS

TRADEMARK
REEL: 005312 FRAME: 0180

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	BUNNY COSTUME (3-D)		78/554553	Jan-26-2005	3570782	Feb-3-2009	Registered
United States of America	PLAYBOY		85861962	Feb-27-2013			Pending
United States of America	PLAYBOY		76/542538	Sep-5-2003	2941183	Apr-19-2005	Registered

TRADEMARK
REEL: 005312 FRAME: 0181

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		77774977	Jul-6-2009	3749284	Feb-16-2010	Registered
United States of America	PLAYBOY ICE BREAKER w/Rabbit head Design	PLAYBOY ICE BREAKER	86162500	Jan-10-2014			Pending
United States of America	PLAYBOY VIP and Design	PLAYBOY VIP	85611149	Apr-28-2012	4315999	Apr-9-2013	Registered

TRADEMARK
REEL: 005312 FRAME: 0182

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		85861935	Feb-27-2013			Pending
United States of America	RABBIT HEAD DESIGN		77513118	Jul-2-2008	3690340	Sep-29-2009	Registered
United States of America	RABBIT HEAD DESIGN		76/542536	Sep-5-2003	2904404	Nov-23-2004	Registered

TRADEMARK
REEL: 005312 FRAME: 0183

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	SUPER PLAYBOY		85812902	Dec-31-2012			Pending
United States of America	V(SILHOUETTE)P		85611156	Apr-28-2012	4316000	Apr-9-2013	Registered
United States of America	PLAYBOY		77778678	Jul-10-2009	3877746	Nov-16-2010	Registered

TRADEMARK
REEL: 005312 FRAME: 0184

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		76/283213	Jul-3-2001	2765057	Sep-16-2003	Registered
United States of America	RABBIT HEAD DESIGN		77778799	Jul-10-2009	3877747	Nov-16-2010	Registered
United States of America	PLAYBOY		76/263882	May-29-2001	2719886	May-27-2003	Registered

TRADEMARK
REEL: 005312 FRAME: 0185

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		76/263879	May-29-2001	2719885	May-27-2003	Registered
United States of America	PLAYBOY		75/689731	Apr-22-1999	2635849	Oct-15-2002	Registered
United States of America	PLAYBOY		78/070069	Jun-20-2001	2978139	Jul-26-2005	Registered

TRADEMARK
REEL: 005312 FRAME: 0186

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		77213058	Jun-22-2007	3513566	Oct-7-2008	Registered
United States of America	PLAYBOY		73/065847	Oct-14-1975	1040491	Jun-1-1976	Registered
United States of America	PRIVATE PARTY	PRIVATE PARTY	78620097	Apr-29-2005	3303683	Oct-2-2007	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		75689730	Apr-22-1999	2709637	Apr-22-2003	Registered
United States of America	RABBIT HEAD DESIGN		78405579	Apr-21-2004	3308169	Oct-9-2007	Registered
United States of America	RABBIT HEAD DESIGN		77213082	Jun-22-2007	3517492	Oct-14-2008	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		77243836	Aug-1-2007	3606772	Apr-14-2009	Registered
United States of America	RABBIT HEAD DESIGN		85382787	Jul-27-2011			Pending
United States of America	RABBIT HEAD DESIGN (white on black)		73067124	Oct-28-1975	1058294	Feb-8-1977	Registered

TRADEMARK
REEL: 005312 FRAME: 0189

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	THE MANSION		78408906	Apr-27-2004	3121617	Jul-25-2006	Registered
United States of America	PLAYBOY		86050389	Aug-28-2013			Pending
United States of America	PLAYBOY		85005409	Apr-2-2010	3959511	May-10-2011	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		85005414	Apr-2-2010	3963330	May-17-2011	Registered
United States of America	COVENTRY		72190342	Apr-6-1964	777377	Sep-22-1964	Registered
United States of America	PLAYBOY		86098253	Oct-22-2013			Pending

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		78946730	Aug-7-2006	3242491	May-15-2007	Registered
United States of America	PLAYBOY		72016694	Oct-1-1956	645386	May-14-1957	Registered
United States of America	PLAYBOY		73464290	Feb-6-1984	1308905	Dec-11-1984	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYMATE		77627745	Dec-5-2008	4019840	Aug-30-2011	Registered
United States of America	PLAYMATE		73/464145	Feb-6-1984	1308903	Dec-11-1984	Registered
United States of America	PLAYMATE		72187491	Feb-26-1964	777867	Sep-29-1964	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		76482822	Jan-16-2003	2802023	Jan-6-2004	Registered
United States of America	RABBIT HEAD DESIGN		75226139	Jan-15-1997	2177521	Jul-28-1998	Registered
United States of America	RABBIT HEAD DESIGN (white on black)		73464146	Feb-6-1984	1308904	Dec-11-1984	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN (white on black)		72162258	Feb-7-1963	759207	Oct-29-1963	Registered
United States of America	SARAH		72190343	Apr-6-1964	0777378	Sep-22-1964	Registered
United States of America	SARAH COVENTRY		72001851	Feb-1-1956	0636452	Oct-30-1956	Registered

TRADEMARK
REEL: 005312 FRAME: 0195

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	SC		72193707	May-18-1964	0788735	Apr-27-1965	Registered
United States of America	PLAYBOY		75754882	Jul-20-1999	2445179	Apr-17-2001	Registered
United States of America	RABBIT HEAD DESIGN		75756329	Jul-20-1999	2434256	Mar-6-2001	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	BUNNY MONEY		78965423	Aug-31-2006	3562703	Jan-13-2009	Registered
United States of America	CENTERFOLD COLLECTOR CARDS		75/200931	Nov-20-1996	2114146	Nov-18-1997	Registered
United States of America	PLAYBOY		72193952	May-21-1964	791734	Jun-29-1965	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY CENTERFOLD		75/250901	Mar-3-1997	2260234	Jul-13-1999	Registered
United States of America	RABBIT HEAD DESIGN		72193953	May-21-1964	791333	Jun-22-1965	Registered
United States of America	PLAYBOY		75/584965	Nov-9-1998	2412958	Dec-12-2000	Registered

TRADEMARK
REEL: 005312 FRAME: 0198

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		72286817	Dec-13-1967	871552	Jun-24-1969	Registered
United States of America	PLAYBOY PHYSICAL	PLAYBOY PHYSICAL	85972545	Jun-28-2013			Pending
United States of America	PLAYBOY W/ RABBIT HEAD DESIGN	PLAYBOY	74522307	May-6-1994	1908471	Aug-1-1995	Registered

TRADEMARK
REEL: 005312 FRAME: 0199

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYMATE		85407449	Aug-25-2011			Pending
United States of America	PLAYMATE OF THE YEAR		77244973	Aug-2-2007	3517643	Oct-14-2008	Registered
United States of America	RABBIT HEAD DESIGN (white on black)		72286818	Dec-13-1967	871553	Jun-24-1969	Registered

TRADEMARK
REEL: 005312 FRAME: 0200

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	MANSION BY PLAYBOY		85/550246	Feb-22-2012			Pending
United States of America	PLAYBOY		78520378	Nov-19-2004	3490174	Aug-19-2008	Registered
United States of America	MANSION BY PLAYBOY		85/550252	Feb-22-2012			Pending

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		85370537	Jul-13-2011			Pending
United States of America	PLAYBOY		78828617	Mar-3-2006	3332171	Nov-6-2007	Registered
United States of America	PLAYBOY		76020905	Apr-7-2000	2469441	Jul-17-2001	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		78828764	Mar-3-2006	3332173	Nov-6-2007	Registered
United States of America	RABBIT HEAD DESIGN		76435177	Jul-29-2002	2848639	Jun-1-2004	Registered
United States of America	RABBIT HEAD DESIGN (Outlined)		72052490	May-28-1958	679997	Jun-9-1959	Registered

TRADEMARK
REEL: 005312 FRAME: 0203

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	MANSION BY PLAYBOY		85/550256	Feb-22-2012			Pending
United States of America	PLAYBOY		78540643	Dec-31-2004	3624653	May-19-2009	Registered
United States of America	RABBIT HEAD DESIGN		78540645	Dec-31-2004	3624654	May-19-2009	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		72192592	May-4-1964	784504	Feb-2-1965	Registered
United States of America	BOUDOIR BY PLAYBOY		85/550196	Feb-22-2012			Pending
United States of America	BUNNY COSTUME (2-D design) Pulling up bodice		77240383	Jul-27-2007	3475111	Jul-29-2008	Registered

TRADEMARK
REEL: 005312 FRAME: 0205

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	BUNNY COSTUME (3-D)		78/513396	Nov-8-2004	3592968	Mar-17-2009	Registered
United States of America	GROTTO BY PLAYBOY		85/550219	Feb-22-2012			Pending
United States of America	MR. PLAYBOY		86198220	Feb-19-2014			Pending

TRADEMARK
REEL: 005312 FRAME: 0206

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	MR. PLAYBOY and Design		86198183	Feb-19-2014			Pending
United States of America	PLAYBOY		78/515459	Nov-11-2004	3140250	Sep-5-2006	Registered
United States of America	PLAYBOY		73264124	May-30-1980	1320822	Feb-19-1985	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		77834415	Sep-24-2009	4280121	Jan-22-2013	Registered
United States of America	PLAYBOY		73341544	Dec-14-1981	1328611	Apr-2-1985	Registered
United States of America	PLAYBOY AND RABBIT HEAD DESIGN	PLAYBOY	72238954	Feb-16-1966	984548	May-21-1974	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY PHYSICAL	PLAYBOY PHYSICAL	85972534	Jun-28-2013			Pending
United States of America	PLAYBOY W/RABBIT HEAD DESIGN	PLAYBOY	73424324	May-3-1983	1318244	Feb-5-1985	Registered
United States of America	PLAYMATE		78515538	Nov-11-2004	3406581	Apr-1-2008	Registered

TRADEMARK
REEL: 005312 FRAME: 0209

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLBY		86220768	Mar-13-2014			Pending
United States of America	RABBIT HEAD DESIGN		78845206	Mar-24-2006	3194099	Jan-2-2007	Registered
United States of America	RABBIT HEAD DESIGN		77834480	Sep-24-2009	4280122	Jan-22-2013	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN (white on black)		72117864	Apr-14-1961	728889	Mar-20-1962	Registered
United States of America	ROCK THE RABBIT		77644314	Jan-6-2009	3941190	Apr-5-2011	Registered
United States of America	THE PLAYBOY BUNNY BRA		85138148	Sep-24-2010	4180056	Jul-24-2012	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		78752512	Nov-11-2005	3176641	Nov-28-2006	Registered
United States of America	RABBIT HEAD DESIGN		78752570	Nov-11-2005	3126980	Aug-8-2006	Registered
United States of America	PLAYBOY		77215527	Jun-26-2007	3375828	Jan-29-2008	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		78/252559	May-21-2003	2921658	Jan-25-2005	Registered
United States of America	PLAYBOY		75562928	Oct-2-1998	2605118	Aug-6-2002	Registered
United States of America	PLAYBOY		72034559	Jul-29-1957	689431	Dec-8-1959	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYMATE		86086105	Oct-8-2013			Pending
United States of America	RABBIT HEAD DESIGN		78745802	Nov-2-2005	3607640	Apr-14-2009	Registered
United States of America	RABBIT HEAD DESIGN		76/517279	May-27-2003	2971924	Jul-19-2005	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		77215225	Jun-26-2007	3375827	Jan-29-2008	Registered
United States of America	RABBIT HEAD DESIGN		72302074	Jul-5-1968	873370	Jul-22-1969	Registered
United States of America	RABBIT HEAD DESIGN		75/562927	Oct-2-1998	2556438	Apr-2-2002	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		86031549	Aug-7-2013			Pending
United States of America	PLAYBOY		78747692	Nov-4-2005	3370451	Jan-15-2008	Registered
United States of America	RABBIT HEAD DESIGN		86031653	Aug-7-2013			Pending

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		78747721	Nov-4-2005	3349796	Dec-4-2007	Registered
United States of America	RABBIT HEAD DESIGN		76/276579	Jun-25-2001	2759728	Sep-2-2003	Registered
United States of America	PLAYBOY		85753935	Oct-15-2012			Pending

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		85528330	Jan-30-2012			Pending
United States of America	PLAYBOY		77043700	Nov-14-2006	3496428	Sep-2-2008	Registered
United States of America	RABBIT HEAD DESIGN		85753949	Oct-15-2012			Pending

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		85528357	Jan-30-2012			Pending
United States of America	RABBIT HEAD DESIGN		77043708	Nov-14-2006	3496429	Sep-2-2008	Registered
United States of America	PLAYBOY		85528344	Jan-30-2012			Pending

TRADEMARK
REEL: 005312 FRAME: 0219

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		85528378	Jan-30-2012			Pending
United States of America	PLAYBOY		75194996	Nov-8-1996	2107294	Oct-21-1997	Registered
United States of America	PLAYBOY		72160485	Jan-10-1963	755301	Aug-27-1963	Registered

TRADEMARK
REEL: 005312 FRAME: 0220

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYMATE		77782005	Jul-15-2009	3951523	Apr-26-2011	Registered
United States of America	RABBIT HEAD DESIGN		75195962	Nov-8-1996	2107307	Oct-21-1997	Registered
United States of America	RABBIT HEAD DESIGN (white on black)		72162259	Feb-7-1963	761793	Dec-24-1963	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	BUNNY COSTUME (3-D)		78/511512	Nov-4-2004	3234488	Apr-24-2007	Registered
United States of America	BUNNY SHOP		77246923	Aug-3-2007	3385231	Feb-19-2008	Registered
United States of America	BUNNY(Rabbit Head Design)SHOP	BUNNY shop	78924932	Jul-7-2006	3393374	Mar-4-2008	Registered

TRADEMARK
REEL: 005312 FRAME: 0222

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		72292374	Mar-4-1968	874451	Aug-5-1969	Registered
United States of America	PLAYBOY		85974112	Jul-1-2013			Pending
United States of America	PLAYBOY PASSPORT	PLAYBOY PASSPORT	77010748	Sep-29-2006	3392395	Mar-4-2008	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY STORE		76158756	Nov-2-2000	2661622	Dec-17-2002	Registered
United States of America	RABBIT HEAD DESIGN		78377957	Mar-3-2004	3012203	Nov-1-2005	Registered
United States of America	RABBIT HEAD DESIGN		77262419	Aug-23-2007	3375883	Jan-29-2008	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		77019968	Oct-12-2006	3392414	Mar-4-2008	Registered
United States of America	SHOPTHEBUNNY.COM [word]		78932262	Jul-18-2006	3374355	Jan-22-2008	Registered
United States of America	RABBIT HEAD DESIGN		85667917	Jul-3-2012			Pending

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	BUNNY COSTUME (3-D)		78/511532	Nov-4-2004	3319643	Oct-23-2007	Registered
United States of America	GAMER NEXT DOOR	GAMER NEXT DOOR	85138082	Sep-24-2010	4136289	May-1-2012	Registered
United States of America	MIDSUMMER NIGHT'S DREAM PARTY		85730134	Sep-16-2012	4493415	Mar-11-2014	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	MR. PLAYBOY		86198241	Feb-19-2014			Pending
United States of America	PLAYBOY		76/108684	Aug-11-2000	2482255	Aug-28-2001	Registered
United States of America	PLAYBOY		76/366684	Feb-1-2002	2631654	Oct-8-2002	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	RABBIT HEAD DESIGN		75706356	May-14-1999	2709639	Apr-22-2003	Registered
United States of America	RABBIT HEAD DESIGN		86057826	Sep-6-2013			Pending
United States of America	THE GAMER NEXT DOOR		77981813	Aug-22-2008	3963276	May-17-2011	Registered

TRADEMARK
REEL: 005312 FRAME: 0228

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	THE GAMER NEXT DOOR		77553930	Aug-22-2008	4060340	Nov-22-2011	Registered
United States of America	BUNNY		72233496	Nov-29-1965	810555	Jun-28-1966	Registered
United States of America	CENTERFOLD		75/576544	Oct-26-1998	2995430	Sep-13-2005	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY CENTERFOLDS		75/368956	Oct-6-1997	2322825	Feb-29-2000	Registered
United States of America	PLAYBOY CYBER CLUB		75347353	Aug-26-1997	2322800	Feb-29-2000	Registered
United States of America	PLAYBOY'S CYBER GIRLS		76/197191	Jan-19-2001	2504457	Nov-6-2001	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYMATE		75/368959	Oct-6-1997	2191054	Sep-22-1998	Registered
United States of America	BUNNY		78417505	May-12-2004	3428026	May-13-2008	Registered
United States of America	BUNNY COSTUME (3-D)		78511556	Nov-4-2004	3392817	Mar-4-2008	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		86098427	Oct-22-2013			Pending
United States of America	RABBIT HEAD DESIGN		86106760	Oct-31-2013			Pending
United States of America	PLAYBOY JAZZ FESTIVAL and Design		73415751	Mar-4-1983	1279832	May-29-1984	Registered

TRADEMARK
REEL: 005312 FRAME: 0232

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY AFTER DARK		86007036	Jul-10-2013			Pending
United States of America	THE MANSION		78316853	Oct-22-2003			Pending
United States of America	THE PLAYBOY CLUB		76496237	Mar-11-2003	3385834	Feb-19-2008	Registered

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	V(Rabbit Head Design)P		86/021266	Jul-26-2013			Pending
United States of America	PLAYBOY		86043101	Aug-20-2013			Pending
United States of America	RABBIT HEAD DESIGN		86043166	Aug-20-2013			Pending

TRADEMARK
REEL: 005312 FRAME: 0234

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	PLAYBOY		78540640	Dec-31-2004	3406607	Apr-1-2008	Registered
United States of America	RABBIT HEAD DESIGN		78540642	Dec-31-2004	3406608	Apr-1-2008	Registered
United States of America	AFTER DARK		86007661	Jul-11-2013			Pending

COUNTRY	TRADEMARK	TMLOGO	APPLICATIONNO	APPLICATIONDATE	REGISTRATIONNO	REGISTRATIONDATE	TRADEMARKSTATUS
United States of America	CENTERFOLD		75/250900	Mar-3-1997	2275173	Sep-7-1999	Registered
United States of America	(Rabbit Head Design).COM SPORTSBOOK		85375327	Jul-19-2011			Pending

RECORDED: 06/30/2014

TRADEMARK
REEL: 005312 FRAME: 0236