

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interactive Network, Inc.		06/30/2014	CORPORATION: DELAWARE
FriendFinder Networks Inc.		06/30/2014	CORPORATION: DELAWARE
General Media Communications, Inc.		06/30/2014	CORPORATION: NEW YORK
General Media Entertainment, Inc.		06/30/2014	CORPORATION: NEW YORK
GMCI Internet Operations, Inc.		06/30/2014	CORPORATION: NEW YORK
GMI On-Line Ventures, Ltd.		06/30/2014	Limited: DELAWARE
Penthouse Images Acquisitions, Ltd.		06/30/2014	Limited: NEW YORK
PMGI Holdings Inc.		06/30/2014	CORPORATION: DELAWARE
Pure Entertainment Telecommunications, Inc.		06/30/2014	CORPORATION: NEW YORK
Penthouse Digital Media Productions Inc.		06/30/2014	CORPORATION: NEW YORK
Danni Ashe, Inc.		06/30/2014	CORPORATION: CALIFORNIA
Various, Inc.		06/30/2014	CORPORATION: CALIFORNIA
Tan Door Media Inc.		06/30/2014	CORPORATION: CALIFORNIA
Fierce Wombat Games Inc.		06/30/2014	CORPORATION: CALIFORNIA
Playtime Gaming Inc.		06/30/2014	CORPORATION: CALIFORNIA
Argus Payments Inc.		06/30/2014	CORPORATION: DELAWARE
XVHUB Group Inc.		06/30/2014	CORPORATION: DELAWARE
PerfectMatch Inc.		06/30/2014	CORPORATION: DELAWARE
Magnolia Blossom Inc.		06/30/2014	CORPORATION: DELAWARE
Global Alphabet, Inc.		06/30/2014	CORPORATION: CALIFORNIA
Fastcupid, Inc.		06/30/2014	CORPORATION: CALIFORNIA
Medley.com Incorporated		06/30/2014	CORPORATION: CALIFORNIA
FriendFinder California Inc.		06/30/2014	CORPORATION: CALIFORNIA
Streamray Inc.		06/30/2014	CORPORATION: NEVADA
Confirm ID, Inc.		06/30/2014	CORPORATION: CALIFORNIA
Streamray Studios Inc.		06/30/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Computershare Trust Company		TRADEMARK
900305528	REF: 005389 FRAME: 0764		

OP \$115.00 86179810

Street Address:	350 Indiana Street
Internal Address:	Suite 750
City:	Golden
State/Country:	MASSACHUSETTS
Postal Code:	80401
Entity Type:	National Banking Association: MASSACHUSETTS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	86179810	PENTHOUSEGOLFTOURNAMENT
Serial Number:	86194009	HOT TALK
Serial Number:	85982152	CALIGULA
Serial Number:	86297847	SEX ACADEMY

CORRESPONDENCE DATA

Fax Number: 4078412343
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: 407-841-2330
Email: dsigalow@addmg.com
Correspondent Name: David L. Sigalow
Address Line 1: 255 S. Orange Avenue
Address Line 2: Suite 1401
Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	97296
NAME OF SUBMITTER:	David L. Sigalow
SIGNATURE:	/David L. Sigalow/
DATE SIGNED:	10/29/2014

Total Attachments: 5
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement") is dated as of June 30, 2014 and is made by Interactive Network, Inc., a Delaware corporation ("INI"), FriendFinder Networks Inc., a Delaware corporation ("FFN," and together with INI, the "Issuers"), and each direct and indirect subsidiary of FFN (other than INI) listed on the signature pages hereto (together with any other direct or indirect subsidiary of FFN that hereafter becomes a party to this Agreement, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors together with the Issuers and any other Person agreeing to be bound hereby as a "Grantor" are collectively referred to herein as the "Grantors") in favor of Computershare Trust Company, National Association, in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") for the benefit of the Collateral Agent, the Trustee (as defined below) and the Holders (as defined in the Indenture referred to below).

WHEREAS, pursuant to that certain Indenture (as such Indenture may be amended, supplemented or otherwise modified from time to time, the "Indenture") dated as of December 20, 2013 by and among the Issuers, the Guarantors party thereto, the Collateral Agent and Computershare Trust Company, National Association, as trustee (in such capacity, together with its successors in such capacity, the "Trustee"), the Holders have agreed to purchase the Issuers' 14% Senior Secured Notes due 2018 in the initial aggregate principal amount of \$234,286,907 (the "Securities");

WHEREAS, pursuant to the Indenture, each of the Subsidiary Grantors has guaranteed the obligations of the Issuers in respect of the Indenture, the Securities and the other Note Documents;

WHEREAS, pursuant to the Indenture each Grantor has granted to the Collateral Agent, for the Collateral Agent's benefit and for the benefit of the Trustee and the Holders, a security interest in certain assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security and Pledge Agreement dated as of December 20, 2013 by and between the Issuers, the Subsidiary Grantors and the Collateral Agent (the "Security and Pledge Agreement")) and Trademark Licenses (as defined in the Security and Pledge Agreement), to secure such Grantor's obligations under the Indenture and, in the case of the Issuers, the Notes; and

WHEREAS, each Grantor owns the Trademarks listed beneath such Grantor's name on Schedule I annexed hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Collateral Agent, for the Collateral Agent's benefit and for the benefit of the Trustee and for the ratable benefit of the Holders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, in each case whether presently existing or hereafter created or acquired (all

of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), to secure the Obligations of such Grantor:

- (1) each Trademark referred to in the Schedule I annexed; and
- (2) each Trademark License.

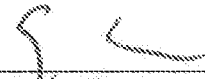
This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant and subject to the Indenture. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Indenture and the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Any duty, role, responsibility, action or inaction contemplated or required on the part of the Collateral Agent hereunder is expressly subject to the terms and conditions of the Indenture and the Security and Pledge Agreement and the Collateral Agent shall be entitled to the rights, powers, benefits, protections, immunities and indemnities set forth in the Indenture and the Security and Pledge Agreement as if fully set forth herein. The permissive authorizations, entitlements, powers and rights (including the right to request that a Grantor take an action or deliver a document and the exercise of remedies following a Default) granted to the Collateral Agent herein shall not be construed as duties. The Collateral Agent shall not be required to exercise any discretionary act or omission to act other than in accordance with the terms of the Indenture.

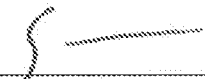
[Signature Pages Follow]

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

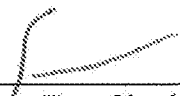
INTERACTIVE NETWORK, INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

FRIENDFINDER NETWORKS INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

GENERAL MEDIA COMMUNICATIONS, INC.
GENERAL MEDIA ENTERTAINMENT, INC.
GMCI INTERNET OPERATIONS, INC.
GMI ON-LINE VENTURES, LTD.
PENTHOUSE IMAGES ACQUISITIONS, LTD.
PMGI HOLDINGS INC.
PURE ENTERTAINMENT
TELECOMMUNICATIONS, INC.
PENTHOUSE DIGITAL MEDIA PRODUCTIONS
INC.
DANNI ASHE, INC.
VARIOUS, INC.

By: 
Name: Ezra Shashoua
Title: Chief Financial Officer

TAN DOOR MEDIA INC.
FIERCE WOMBAT GAMES INC.
PLAYTIME GAMING INC.

By: _____
Name: Ezra Shashoua
Title: Chief Financial Officer

ARGUS PAYMENTS INC.
XVHUB GROUP INC.
PERFECTMATCH INC.
MAGNOLIA BLOSSOM INC.
GLOBAL ALPHABET, INC.
FASTCUPID, INC.
MEDLEY.COM INCORPORATED
FRIENDFINDER CALIFORNIA INC.
STREAMRAY INC.
CONFIRM ID, INC.
STREAMRAY STUDIOS INC.

By: _____
Name: Ezra Shashoua
Title: Chief Financial Officer

Schedule I

**FriendFinder Networks Inc.
Interactive Network, Inc.**

U.S. Trademark Registrations and Applications Update since March 31, 2013

As of June 30, 2014

Claimant: General Media Communications, Inc.

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
PENTHOUSEGOLFTOURNAMENT	86/179810	Pending
HOT TALK	86/194009	Pending
CALIGULA	85/982152	Pending

Claimant: Penthouse Digital Media Productions Inc.

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
SEX ACADEMY	86/297847	Pending