

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANWIN/RK COLLATERAL TRUST		10/18/2013	TRUST: DELAWARE

RECEIVING PARTY DATA

Name:	Manwin IP S.à r.l.
Street Address:	32, Boulevard Royal, L-2449
City:	Luxembourg
State/Country:	LUXEMBOURG
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3305615	MIKE'S APARTMENT
Registration Number:	3497651	MIKE IN BRAZIL
Registration Number:	3305616	WIVES IN PANTYHOSE
Registration Number:	3305619	VIP CREW
Registration Number:	3305624	WE LIVE TOGETHER
Registration Number:	3497652	TRANNY SURPRISE
Registration Number:	3310789	8TH STREET LATINAS
Registration Number:	3296585	ROUND AND BROWN
Registration Number:	3384058	PAPI
Registration Number:	3300979	FIRST TIME AUDITIONS
Registration Number:	3377156	EXTREME NATURALS
Registration Number:	3518834	MILF NEXT DOOR
Registration Number:	3474181	EURO SEX PARTIES
Registration Number:	3296694	CAPTAIN STABBIN
Registration Number:	3359108	MONEY TALKS
Registration Number:	3359334	CAM CRUSH
Registration Number:	3359335	BOYS FIRST TIME
Registration Number:	3359336	REALITY KINGS
Registration Number:	3359356	EXTREME ASSES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3359357	PAPI
Registration Number:	3359358	REAL ORGASMS
Registration Number:	3384989	TEAM SQUIRT
Registration Number:	3456844	REALITY KINGS REALITY KINGS.COM
Registration Number:	3806498	DARE DORM
Registration Number:	3810019	DARE DORM
Registration Number:	3806499	MOLLY'S LIFE
Registration Number:	3806500	MUFFIA
Registration Number:	3813579	MUFFIA - WELCOME TO THE FAMILY
Registration Number:	3806501	RKTV
Registration Number:	3813580	RKTV REALITYKINGS
Registration Number:	2936139	MILFHUNTER
Registration Number:	2936140	INTHEVIP
Registration Number:	3019655	BIGNATURALS
Registration Number:	3919371	GF REVENGE
Registration Number:	4031478	BIG MOVIES HD
Registration Number:	4026246	RK
Registration Number:	4155614	HORNYBIRDS
Registration Number:	4187922	NO FACES.COM SUBMIT YOUR SEX TAPE AND MA
Registration Number:	4201186	FOOTVILLE
Serial Number:	85342637	HAPPY TUGS
Serial Number:	85532448	MOMSBANGTEENS
Serial Number:	85532535	GAY REVENGE
Serial Number:	85550572	BLACKGFS

CORRESPONDENCE DATA

Fax Number: 3053972772

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: 3053740501

Email: jason@markbryn.com

Correspondent Name: Jason A. Fischer

Address Line 1: 2 South Biscayne Blvd.

Address Line 2: Suite 2680

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER: Jason A. Fischer

SIGNATURE: /Jason A. Fischer/

DATE SIGNED: 01/08/2015

Total Attachments: 19

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of October 18, 2013 (such date, the "Effective Date"), is entered into between the MANWIN/RK COLLATERAL TRUST, a Delaware statutory trust ("Assignor" or the "Trust") and MANWIN IP S.À R.L., a private limited liability company (société à responsabilité limitée) organized under the laws of the Grand Duchy of Luxembourg, with a share capital of EUR 12,500, having its registered office at 32, Boulevard Royal, L-2449 Luxembourg, and registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) under number B 169.286 ("Assignee"). Capitalized terms used but not defined herein have the meanings set forth in the Trust Agreement (as defined below), and if not defined in the Trust Agreement, as defined in the Asset Purchase Agreement (as defined below). This Assignment shall be deemed to be effective as of the Effective Date.

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 1, 2012 (the "Asset Purchase Agreement"), among Assignee, the other Purchaser Parties, RK Holdings, LLC, a Florida limited liability company ("RK LLC"), the other Companies and the Stockholders, RK LLC agreed to, among other things, sell, assign and transfer to Assignee, and Assignee agreed to accept from RK LLC, the LuxIP Assets, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement and in connection with Assignee's acquisition of the LuxIP Assets, Assignee and CSC Trust Company of Delaware ("Trustee") entered into that certain Trust Agreement dated as of September 10, 2012 (the "Trust Agreement") among Assignee, Trustee and RK LLC;

WHEREAS, pursuant to the Trust Agreement, Assignee agreed to assign all of its rights, title and interests in and to (i) the Intellectual Property (as defined in the Trust Agreement) acquired by Assignee under the Asset Purchase Agreement, including, without limitation, the assets set forth on Schedule A hereto and (ii) any Intellectual Property that, after the date thereof, Assignee (x) created or otherwise obtained any rights to or (y) became entitled to the benefit of (including any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part thereof), together with all associated Goodwill (as defined in the Trust Agreement) connected with the use of and symbolized by the Trademarks (as defined in the Trust Agreement) related thereto (collectively, the "LuxIP Trust Assets"), to Assignor and, in connection therewith, Assignee pledged Certificate to RK LLC;

WHEREAS, pursuant to the Trust Agreement, the Assignor and the Assignee entered into that certain Intellectual Property Assignment dated as of September 10, 2012, pursuant to which Assignee sold, transferred, assigned, conveyed and delivered to Assignor, all of Assignee's right, title and interest in, to and under the LuxIP Trust Assets;

WHEREAS, the "Secured Obligations" (as defined in the Trust Certificate Pledge Agreement referred to in the Trust Agreement) have been repaid in full (the "Payoff") and RK LLC has released its Lien in the Certificate; and

WHEREAS, in connection with the Payoff, Assignee has sent written instructions to the Trustee to dissolve the Trust in accordance with Section 10.01 of the Trust Agreement and in connection with the foregoing, the parties have agreed to execute and deliver this Assignment.

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

1. Assignment of LuxIP Trust Assets. Effective as of the Effective Date, (a) Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee and (b) Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the LuxIP Trust Assets, free and clear of any and all Liens (other than any Permitted Liens, and the Corporation Service Company Corporate Identity Protection (CIP) Services Terms and Conditions Agreement, by and among Assignor, RK LLC, Assignee and Corporation Service Company, dated July 23, 2012).

2. Additional Actions. Assignor hereby covenants and agrees that, at any time and from time to time after the Effective Date, at the reasonable request of Assignee and without further consideration, it will execute and deliver such other instruments of transfer, conveyance, assignment and delivery, and take such other actions as are reasonably necessary to transfer, convey, assign and deliver, as applicable, to Assignee, and to confirm to third parties Assignee's right, title and interest in, to and under, the LuxIP Trust Assets.

3. Trust Agreement. This Assignment is executed and delivered pursuant to the Trust Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Trust Agreement. In the event of any conflict or inconsistency between the terms of the Trust Agreement and the terms hereof, the terms of the Trust Agreement shall govern.

4. Governing Law. This Assignment and the rights and obligations of the parties hereunder and the Persons subject hereto shall be governed by and construed and interpreted in accordance with the Laws of the State of New York without giving effect to conflicts of laws rules that would require the application of the Laws of another jurisdiction.

5. Consent to Jurisdiction. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in the Borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Assignment, or for recognition or enforcement of any judgment, and such parties hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard or determined in any such New York State court or, to the extent permitted by Law, in such federal court.

6. Binding Effect; Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment shall not be assignable or otherwise transferable by any party hereto without the prior written consent of the other party.

7. Amendment, Waiver. This Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties. Waiver of any term or condition of this Assignment by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Assignment.

8. Third Party Beneficiary. Nothing in this Assignment, whether express or implied, shall be construed to give to any Person other than Assignee, Trustee and Assignor any legal or equitable right, remedy or claim in the LuxIP Trust Assets or under or in respect of this Assignment or the Trust Agreement or any covenants, conditions or provisions contained herein or therein. By its signature below, RK LLC confirms that the Certificate is no longer pledged to it and that it has released all of its security interests, mortgages, liens, pledges, charges and other encumbrances with respect to the Certificate and the LuxIP Trust Assets. RK LLC further confirms that it is not a third party beneficiary of this Assignment or the Trust Agreement.

9. Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.

10. Counterparts. This Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

11. Miscellaneous. It is expressly understood and agreed by the parties hereto that (a) this document is executed and delivered by Trustee, not individually or personally, but solely as Trustee, in the exercise of the powers and authority conferred and vested in it, pursuant to the Trust Agreement, and the effectiveness of this Assignment as to the Trust is conditioned on execution and delivery of the Trust Assignment by all parties thereto, (b) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended not as personal representations, undertakings and agreements by Trustee but is made and intended for the purpose for binding only the Trust, (c) nothing herein contained shall be construed as creating any liability on Trustee, individually or personally, to perform any covenant either expressed or implied contained herein and (d) under no circumstances shall Trustee be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Assignment; provided, however, no provision of this Assignment shall limit the Trustee's liability or obligations under the Trust Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

MANWIN/RK COLLATERAL TRUST

By: CSC Trust Company of Delaware,
not in its individual capacity but solely as Trustee
of the Trust

By:  _____

Alan R. Halpern
Vice President

ASSIGNEE:

MANWIN IP S.À R.L.

By: MINDGEEK S.À R.L., a private limited liability
company incorporated under the laws of
Luxembourg, as its sole manager

By: _____
Name: Philippe Poiré Côté
Title: Director

By: _____
Name: Eddy Kaba
Title: Director

By: _____
Name: Stéphane Sadoune
Title: Director

Solely with respect to Section 8 above:

RK HOLDINGS, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

MANWIN/RK COLLATERAL TRUST

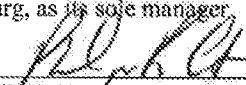
By: CSC Trust Company of Delaware,
not in its individual capacity but solely as Trustee
of the Trust

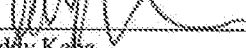
By: _____


ASSIGNEE:

MANWIN IP S.À R.L.

By: MINDGEEK S.À R.L., a private limited liability
company incorporated under the laws of
Luxembourg, as its sole manager.

By: 
Name: Philippe Poiré Côté
Title: Director

By: 
Name: Eddy Kaba
Title: Director

By: 
Name: Stéphanie Sadoune
Title: Director

Solely with respect to Section 8 above:

RK HOLDINGS, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

MANWIN/RK COLLATERAL TRUST

By: CSC Trust Company of Delaware,
not in its individual capacity but solely as Trustee
of the Trust

By: _____

ASSIGNEE:

MANWIN IP S.À R.L.

By: MINDGEEK S.À R.L., a private limited liability
company incorporated under the laws of
Luxembourg, as its sole manager

By: _____
Name: Philippe Poiré Côté
Title: Director

By: _____
Name: Eddy Kaba
Title: Director

By: _____
Name: Stéphane Sadoune
Title: Director

Solely with respect to Section 8 above:

RK HOLDINGS, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

SCHEDULE A
TO INTELLECTUAL PROPERTY ASSIGNMENT

LuxIP Trust Assets

SCHEDULE A

LuxIP Trust Assets

I. Domain Names

40inchplus.com	hugetitspass.com	rk.com
8thstreetlatinas.com	hugetittiespass.com	roundandbrown.com
accessallsitesbl.com	hugetittypass.com	saturdaynightlatinas.com
accessallsitesga.com	inthevip.com	seemywife.com
accessallsitesla.com	itsreal.com	smutpost.com
accessallsitesle.com	kingdong.com	smutposts.com
accessallsitesmi.com	kristenslife.com	streetblowjobs.com
accessallsitesrk.com	manueluncut.com	teamsquirt.com
accessallsiteste.com	megacockcraver.com	topshelfpussy.com
accessallsitestr.com	megacockcravers.com	trannysurprise.com
adultprovide.com	mikeinbrazil.com	tunaparty.com
allamateurmovies.com	mikesapartment.com	vipcrew.com
allsiteaccess.com	milfhunter.com	welivetogether.com
allsitesaccess.com	milfnextdoor.com	wivesinpantyhose.com
bigdickstudsearch.com	mollyslife.com	18npure.com
bigmovies.com	moneytalks.com	1sttimeaudition.com
bignaturals.com	monstercurves.com	1sttimeauditions.com
bigtitsboss.com	mprosupport.com	3xtremeasses.com
bikinicrashers.com	muffia.com	400inchplus.com
boysfirsttime.com	mysexylife.com	40ichplus.com
captainstabbin.com	nastydollars.com	40iinchplus.com
cfmsecret.com	nastypass.com	40inchplus.com
cumfiesta.com	nd2257.com	40inchhplus.com
cumfu.com	ndbanners.com	40inchlus.com
cumgirls.com	ndcontent.com	40inchpllus.com
dangerousdong.com	ndfreehost.com	40inchpls.com
daredorm.com	ndhosting.com	40inchplu.com
dickdorm.com	papi.com	40inchplus.mobi
enterallsite.com	pay-actweb.com	40inchplus2.com
enterallsites.com	pay-billing.com	40inchplusblog.com
eurosexparties.com	pay-bizcom.com	40inchpluss.com
extremeasses.com	pay-csr.com	40inchpluus.com
extremenaturals.com	pay-int.com	40inchpplus.com
firsttimeauditions.com	pay-mybill.com	40inchplus.com
flowertucci.com	pay-premium.com	40incplus.com
footville.com	pay-reality.com	40inhplus.com
gbsbilling.com	pay-realnet.com	40innchplus.com
gfvenge.com	pay-rkmedia.com	40nchplus.com
happytugs.com	pay-rknet.com	440inchplus.com
hornybirds.com	pay-rknethelp.com	4inchplus.com
hotbush.com	pay-standard.com	4xtremeasses.com
hugegaypass.com	pornstarslick.com	5ealorgasms.com
hugemoviepass.com	pure18.com	8thstlatinas.com
hugemoviespass.com	realitykings.com	8thstreetlatinas.tv
hugetitpass.com	realorgasms.com	8thstreetlatinashd.com

allamateurmovies.mobi
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bigmoves.com
bigmovcys.com
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bikinikrashers.com
bikiniparty.com
bikinicrashers.com
bipcreu.com
bkinicrashers.com
black-exgirlfriend.com
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blackexgirlfriend.net
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blackgirlfriend.net
bogmovies.com
boifriendrevence.com
boyandfriendrevence.com
boyfriendrevence.com
boyfreindrevence.com
boyfrendrevence.com
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boysfirsttime-review.com
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boysfirsttimedvd.com
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cumfo.com
cumfoo.com
cumgirlscum.com
cuntfu.com
d1ckd0rm.com
d1ckdorm.com
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daredorm-porn.org
daredorm.biz
daredorm.co
daredorm.info
daredorm.net
daredorm.tv
daredorm.ws
daredorm5.com
daredormblog.com
daredormcincinnati.com
daredormcollege.com
daredormcollegefucks.com
daredormcollegepranks.com
daredormcolleges.com
daredormcolorado.com
daredormdvd.com
daredormepisodes.com
daredormfucks.com
daredormgirl.com
daredormgirls.com
daredormindiana.com
daredormmobile.com
daredormnetwork.com
daredormnetworks.com
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daredormpasswords.com
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dickdormfuckfest.com
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dickdormpassword.com
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lextremenaturals.com
love-hd.com
malerevenge.com
manaluncut.com
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mandaredorm.com
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maneluncut.com
manueluncut.com
mannyuncut.com
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mastypass.com
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mendaredorm.com
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mifhunter.com
mikeinbrasil.com
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mikeinbrazilreview.com
mikesapartment.mobi
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mikesapartmenthd.com
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mikeyinbrasil.com
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milfbangteen.com
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milfgfrevenge.com
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milfhunterpass.com
milfhunterpic.com
milfhunters.me
milfhuntervideo.com
milfhunterxxx.com
milfmovies.org
milfnextdoor-milf.com
milfnextdoor.mobi
milfnextdoor.tv
milfpass.com
milfpass.mobi
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mobilerealitykings.com
molfhunter.com
mollieslife.com
mollslife.com
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monster-curves.us
monstercurvesgp.com
monstercurvs.com
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naatypass.com
nadytypass.com
naetytypass.com
nasgytypass.com
nasrytypass.com
nasthpass.com
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sarastoneporn.com
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sarastonevideos.com
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savannahgoldxxx.com
shylove.cc
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sophialomelivideos.com
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sunnyleone.cc
sunnyleone.tv
taylorrain.cc
taylorrain.tv
torylane.cc
torylane.tv
tylawynnvideos.com

vickyvette.cc
vickyvette.tv

vickyvetteporn.com
vickyvettevideo.com

vickyvetexxx.com

II. Registered United States service marks:

Trademark	Registration Number	Reg Date
MIKE'S APARTMENT	3305615	2007-10-09
MIKE IN BRAZIL	3497651	2008-09-09
WIVES IN PANTYHOSE	3305616	2007-10-09
VIP CREW	3305619	2007-10-09
WE LIVE TOGETHER	3305624	2007-10-09
TRANNY SURPRISE	3497652	2008-09-09
8TH STREET LATINAS	3310789	2007-10-16
ROUND AND BROWN	3296585	2007-09-25
PAPI	3384058	2008-02-19
FIRST TIME AUDITIONS	3300979	2007-10-02
EXTREME NATURALS	3377156	2008-02-05
MILF NEXT DOOR	3518834	2008-10-21
EURO SEX PARTIES	3474181	2008-07-22
CAPTAIN STABBIN	3296694	2007-09-25
MONEY TALKS	3359108	2007-12-25
CAM CRUSH	3359334	2007-12-25
BOYS FIRST TIME	3359335	2007-12-25
REALITY KINGS	3359336	2007-12-25
EXTREME ASSES	3359356	2007-12-25
PAPI	3359357	2007-12-25
REAL ORGASMS	3359358	2007-12-25
TEAM SQUIRT	3384989	2008-02-19
REALITY KINGS REALITY KINGS.COM	3456844	2008-07-01
DARE DORM	3806498	2010-06-22
DARE DORM	3810019	2010-06-29
MOLLY'S LIFE	3806499	2010-06-22
MUFFIA	3806500	2010-06-22
MUFFIA - WELCOME TO THE FAMILY	3813579	2010-07-06
RKTV	3806501	2010-06-22
RKTV REALITYKINGS	3813580	2010-07-06
MILFHUNTER	2936139	2005-03-29
INTHEVIP	2936140	2005-03-29
BIGNATURALS	3019655	2005-11-29
GF REVENGE	3919371	2011-02-15
BIG MOVIES HD	4031478	2011-09-27
RK	4026246	2011-09-13

Trademark	Registration Number	Reg Date
HORNYBIRDS	4155614	2012-06-05
NO FACES.COM SUBMIT YOUR SEX TAPE AND MAKE MONEY	4187922	2012-08-07
FOOTVILLE	4201186	2012-09-04

III. Pending United States service mark applications:

Trademark	Serial Number	Application Date
HAPPY TUGS	85-342637	2011-06-09
MOMSBANGTEENS	85-532448	2012-02-02
GAY REVENGE	85-532535	2012-02-02
BLACKGFS	85-550572	2012-02-23

IV. Non-registered service marks:

Cum Fiesta, Street Blowjobs, Big Tits Boss, Dick Dorn, King Dong, Hot Bush, Mega Cock Cravers, Top Shelf Pussy, Dangerous Dongs, Cum Girls, Huge Tits Pass, CumFu