

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Playboy Enterprises International, Inc.		05/15/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	DBD Credit Funding LLC, as Administrative Agent
<b>Street Address:</b>	c/o Fortress Investment Group
<b>Internal Address:</b>	10250 Constellation Blvd., 16th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86312377	PLAYBOY #GENERATION
Serial Number:	86397862	PB
Serial Number:	86397894	PB
Serial Number:	86350981	
Serial Number:	86397910	PB
Serial Number:	86298803	
Serial Number:	86484942	AFTER DARK BODY
Serial Number:	86506030	PLAYBOY
Serial Number:	86573373	BAR 53
Serial Number:	86573357	BAR 53
Serial Number:	86573308	BAR 53
Serial Number:	86573295	BAR 53
Serial Number:	86573423	BAR 53 BY PLAYBOY
Serial Number:	86573415	BAR 53 BY PLAYBOY
Serial Number:	86573403	BAR 53 BY PLAYBOY
Serial Number:	86573391	BAR 53 BY PLAYBOY
Serial Number:	86574085	PLAYMATE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86583194	
Serial Number:	86550364	

**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

<b>ATTORNEY DOCKET NUMBER:</b>	27472-10860
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	05/26/2015

**Total Attachments: 6**

- source=PBE\_ Trademark Security Agreement (May 2015) WITH SCHEDULE#page1.tif
- source=PBE\_ Trademark Security Agreement (May 2015) WITH SCHEDULE#page2.tif
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2015 is made by Playboy Enterprises International, Inc. (the "Grantor"), in favor of DBD Credit Funding LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 24, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Products Licensing LLC (the "Borrower"), the other loan parties, the lenders party thereto (the "Lenders") and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement dated as of June 24, 2014 in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that "Trademark Collateral" shall not include any Excluded Assets.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon the occurrence of the Termination Date (as defined in the Credit Agreement) or in the circumstances set forth in Section 9.07(b)(i) or (ii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all (in the case of the Termination Date) or the applicable portion of (in the case of a release pursuant to Section 9.07(b)(i) or (ii) of the Credit Agreement), the Trademark Collateral under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PLAYBOY ENTERPRISES INTERNATIONAL, INC.





as Grantor

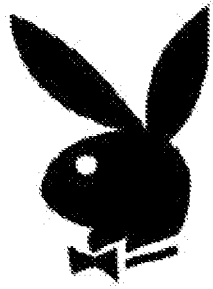
By: 

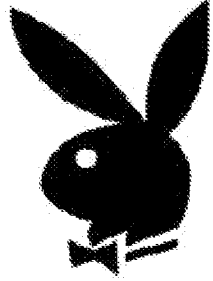
Name: Christoph Pachler

Title: Treasurer

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

COUNTRY	TRADEMARK	APP. NO	APP. DATE	REG. NO	REG. DATE	STATUS
UNITED STATES	PLAYBOY  #generation PLAYBOY GENERATION AND DESIGN	86312377	JUN-17-2014			PENDING
UNITED STATES	PB	86397862	SEP-17-2014			PENDING
UNITED STATES	PB	86397894	SEP-17-2014			PENDING
UNITED STATES	 BUNNY COSTUME (2-D DESIGN)	86350981	JUL-29-2014			PENDING
	PB	86397910	SEP-17-2014			PENDING
	 RABBIT HEAD DESIGN	86298803	JUN-03-2014			PENDING
UNITED STATES	AFTER DARK BODY	86484942	DEC-18-2014			PENDING
UNITED STATES	 PLAYBOY W/ RABBIT HEAD DESIGN	86506030	JAN-16-2015			PENDING

COUNTRY	TRADEMARK	APP. NO	APP. DATE	REG. NO	REG. DATE	STATUS
UNITED STATES	BAR 53	86573373	MAR-23-2015			PENDING
UNITED STATES	BAR 53	86573357	MAR-23-2015			PENDING
UNITED STATES	BAR 53	86573308	MAR-23-2015			PENDING
UNITED STATES	BAR 53	86573295	MAR-23-2015			PENDING
UNITED STATES	BAR 53 BY PLAYBOY	86573423	MAR-23-2015			PENDING
UNITED STATES	BAR 53 BY PLAYBOY	86573415	MAR-23-2015			PENDING
UNITED STATES	BAR 53 BY PLAYBOY	86573403	MAR-23-2015			PENDING
UNITED STATES	BAR 53 BY PLAYBOY	86573391	MAR-23-2015			PENDING
UNITED STATES	PLAYMATE	86574085	MAR-24-2015			PENDING
UNITED STATES	 RABBIT HEAD DESIGN	86583194	MAR-31-2015			PENDING

COUNTRY	TRADEMARK	APP. NO	APP. DATE	REG. NO	REG. DATE	STATUS
UNITED STATES	 RABBIT HEAD DESIGN	86550364	MAR-02-2015			PENDING