

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM479717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penthouse Global Media, Inc.		06/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Penthouse World Media, LLC		
Street Address:	8944 Mason Avenue		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4964743	OMNI	
Registration Number:	4932689	OMNI	
Serial Number:	86002052	OMNI	
CORRESPONDENCE DATA			
Fax Number:	3053972772		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3053063995		
Email:	tmdocket@fischerlawpl.com		
Correspondent Name:	Jason A. Fischer		
Address Line 1:	2 South Biscayne Blvd.		
Address Line 2:	Suite 2600		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Jason A. Fischer		
SIGNATURE:	/Jason A. Fischer/		
DATE SIGNED:	06/27/2018		
Total Attachments: 6			
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TRADEMARK

REEL: 006365 FRAME: 0818

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”), dated as of June 15, 2018 (the “Execution Date”), is entered into by and between David K. Gottlieb, solely in his capacity as Chapter 11 Trustee for Penthouse Global Media, Inc., a Delaware corporation (“PGLM”), and those affiliates of PGLM set forth on Appendix A attached hereto (individually, a “Debtor” and collectively, “Debtors”) (acting in such capacity, Mr. Gottlieb is referred to herein as the “Assignor”) on the one hand, and Penthouse World Media, LLC (“Assignee”), on the other hand. Assignor and Assignee are each referred to herein as a “Party” and collectively, as the “Parties.”

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of June 4, 2018 (the “APA”), pursuant to which Assignor has agreed to sell certain intellectual property and other assets to Assignee on the terms and conditions set forth therein. All capitalized terms used herein but not otherwise defined herein shall have the meanings provided in the APA.

WHEREAS, pursuant to the APA, Assignor shall assign all right, title and interest in and to the Intellectual Property (as defined in the APA) to Assignee, and Assignor desires to further evidence the assignment of such right, title and interest in and to the Intellectual Property to Assignee on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Subject to the terms and conditions of the APA, at the Closing, Assignor shall sell, assign, transfer, convey and deliver to Assignee (or, if and as applicable, shall cause the same), and Assignee shall purchase and acquire from Assignor, all right, title and interest of Debtors in the following:

(a) all trademarks held or owned by the Debtor Penthouse Global Media, Inc., including, without limitation, those listed on Schedule 1.1(b), whether unregistered or registered with the United States Patent and Trademark Office or other Governmental Entity or office thereof, and all common law rights therein, including all such trade names, trademarks, service marks, and trade dress, together with all goodwill associated with the foregoing (collectively, the “Marks”);

(b) the U.S., state and foreign trademark, trade name, and service mark registrations and applications associated with the Marks, including, without limitation, all common-law rights related to, and goodwill associated with, the foregoing, and the right to apply to register the Marks worldwide;

(c) all copyrights held or owned by Debtor Penthouse Global Media, Inc., if any (collectively, the “Copyrights”);

(d) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any of the Marks and/or Copyrights, and any and all Claims and causes of action, of whatever nature, known or unknown, for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing, whether arising by way of counterclaim or otherwise, and the right to enforce any rights and file any Claims against other Persons associated therewith.

2. Other Terms. The provisions of the APA are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of this Agreement and the APA, the terms of the APA shall govern. Nothing herein is intended to, nor shall it, assign any rights to the Excluded Assets set forth on Schedule 1.2 of the APA.

3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each of Assignors and Assignee and their respective successors and permitted assigns, subject to the terms and conditions of the APA.

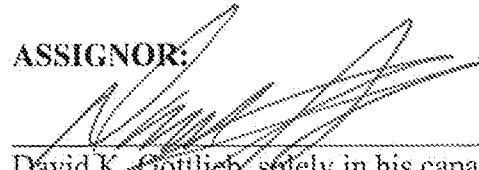
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule of any other jurisdiction).

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

ASSIGNOR:



David K. Gottlieb, solely in his capacity as
Chapter 11 Trustee for the estates of the Debtors

ASSIGNEE:

PENTHOUSE WORLD MEDIA, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

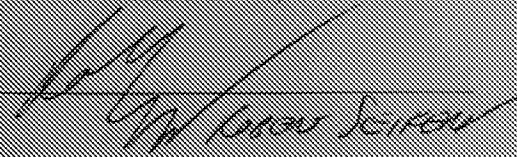
ASSIGNOR:

David K. Gottlieb, solely in his capacity as
Chapter 11 Trustee for the estates of the Debtors

ASSIGNEE:

PENTHOUSE WORLD MEDIA, LLC

By:
Name:
Title:



David K. Gottlieb

APPENDIX A

PGLM AFFILIATES

- PENTHOUSE GLOBAL LICENSING, INC.
- PENTHOUSE GLOBAL BROADCASTING, INC.
- PENTHOUSE GLOBAL DIGITAL, INC.
- PENTHOUSE GLOBAL PUBLISHING, INC.
- GMI ONLINE VENTURES, LTD.
- PENTHOUSE DIGITAL MEDIA PRODUCTIONS, INC.
- TAN DOOR MEDIA, INC.
- PENTHOUSE IMAGES ACQUISITIONS, LTD.
- PURE ENTERTAINMENT TELECOMMUNICATIONS, INC.
- XVHUB GROUP, INC.
- GENERAL MEDIA COMMUNICATIONS, INC.
- GENERAL MEDIA ENTERTAINMENT, INC.
- DANNI ASHE, INC.
- STREAMRAY STUDIOS, INC.

Schedule 1.1(a)

MARKS

The term “Marks” as used in this Agreement includes, without limitation, the marks set forth below, together with all variations thereof owned, used or held for use by any Assignor and/or Debtors, whether registered or unregistered, and all common law rights therein, including without limitation (*provided, however* the listing of trademark registrations or applications in this Schedule is not a representation by Assignor that the listed registration or application is currently valid or has been maintained with the applicable government trademark office or that this Schedule contains an exhaustive list of all trademarks owned by the Debtor).

MARK	COUNTRY	REGISTRATION OR SERIAL NUMBER
OMNI	US	4,964,743
OMNI	US	4,932,689
OMNI	US	86/002052
OMNI	INTERNATIONAL	1294614
OMNI	INTERNATIONAL	1321998
OMNI	CANADA	1845988