

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Penthouse Global Licensing, Inc.		05/21/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Penthouse Clubs Global Licensing, LLC		
<b>Street Address:</b>	201 St. Charles Avenue., Ste 3915		
<b>City:</b>	New Orleans		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70170		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86876606	PENTHOUSE KEY SUITES	
<b>Registration Number:</b>	2810417	THE PENTHOUSE CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2252483109		
<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>			
<b>Email:</b>	hbrown@joneswalker.com		
<b>Correspondent Name:</b>	Micah J. Fincher		
<b>Address Line 1:</b>	Jones Walker LLP		
<b>Address Line 2:</b>	201 St. Charles Ave., Suite 5100		
<b>Address Line 4:</b>	New Orleans, LOUISIANA 70170-5100		
<b>NAME OF SUBMITTER:</b>	Micah J. Fincher		
<b>SIGNATURE:</b>	/micah j. fincher/		
<b>DATE SIGNED:</b>	07/03/2018		
<b>Total Attachments: 10</b>			
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*Purchase and Sale Agreement*

*Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

**ASSIGNMENT OF PENTHOUSE CLUB MARKS AND ASSETS**

This ASSIGNMENT OF PENTHOUSE CLUB MARKS AND ASSETS (this “Agreement”), dated as of May 21, 2018 (the “Execution Date”), is entered into by and between David K. Gottlieb, solely in his capacity as Chapter 11 Trustee (acting in such capacity, Mr. Gottlieb is referred to herein as the “Seller”) for Penthouse Global Licensing, Inc., a Delaware corporation (“PGLI”), and those affiliates of PGLI set forth on Appendix A attached hereto (individually, a “Debtor” and collectively, “Debtors”), on the one hand, and Penthouse Clubs Global Licensing, LLC, a Delaware limited liability company (“Purchaser”), on the other hand. Seller and Purchaser are each referred to herein as a “Party” and collectively, as the “Parties.”

**RECITALS:**

A. Seller and Purchaser have entered into that certain Purchase and Sale Agreement, dated as of the Execution Date (the “PSA”), pursuant to which Seller has agreed to sell certain intellectual property and other assets to Purchaser 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 PSA.

B. Pursuant to the PSA, Seller shall assign all right, title and interest in and to the Acquired Penthouse Club IP (as defined in the PSA) to Purchaser, and Seller desires to further evidence the assignment of such right, title and interest in and to the Acquired Penthouse Club IP to Purchaser 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 PSA, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser (or, if and as applicable, shall cause the same), in each case, free and clear of all Liens pursuant to Section 363(f) of the Bankruptcy Code, and Purchaser shall purchase and acquire from Seller, all right, title and interest of Debtors in the following:

(a) those marks set forth on Schedule 1.1(a) hereto, 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 historically used by Purchaser, its Affiliates, and their sub-licensees with their Gentlemen's Clubs, together with all goodwill associated with the foregoing (collectively, the “Penthouse Club Marks”);

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

*Exhibit B to*

*Purchase and Sale Agreement*

*Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

(c) the domain names either incorporating the Penthouse Club Marks or a location where a club operates, including without limitation those domain names set forth on Schedule 1.1(c) (collectively, the “Penthouse Club Domain Names”); *provided, however*, for the avoidance of doubt, that the foregoing domain names do not include penthouse.com; and

(d) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any the Penthouse Club Marks or Penthouse Club Domain Names, 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 (collectively, the foregoing (a) through (d), the “Acquired Penthouse Club IP”).

2. Other Terms. The provisions of the PSA are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of this Agreement and the PSA, the terms of the PSA shall govern.

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


4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*[Signatures appear on the following page.]*

*Signature Page*  
*Assignment of Penthouse Club Marks and Assets*  
*Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

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

**SELLER:**

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

**PURCHASER:**

PENTHOUSE CLUBS GLOBAL LICENSING, LLC

By: \_\_\_\_\_

Name: John Kirkendoll

Title: Manager

*Signature Page*  
*Assignment of Penthouse Club Marks and Assets*  
*Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

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**SELLER:**

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

**PURCHASER:**

PENTHOUSE CLUBS GLOBAL LICENSING, LLC

By:

  
\_\_\_\_\_  
Name: John Kirkendoll  
Title: Manager

*Appendix A*

*Assignment of Penthouse Club Marks and Assets*

*Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

**APPENDIX A**

**PGLI AFFILIATES**

- PENTHOUSE GLOBAL MEDIA, 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)



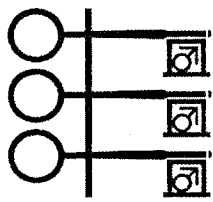
Assignment of Penthouse Club Marks and Assets

Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC

**Schedule 1.1(a)**

**PENTHOUSE CLUB MARKS**

The term "Penthouse Club Marks" as used in this Agreement includes the marks set forth below, together with all variations thereof owned, used or held for use by any Seller 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 Seller that the listed registration or application is currently valid or has been maintained with the applicable government trademark office):

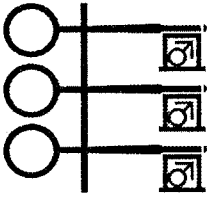
Mark	Country	Registration No. (Application Ser. No.)
THE PENTHOUSE CLUB	Ukraine	158069
THE PENTHOUSE CLUB (w/ three key logo)  	Macao	88956
	New Zealand	833185
	U.S.	2,810,417
	U.S.	3,778,363 (registration cancelled)
PENTHOUSE EXECUTIVE CLUB	U.S.	(85/497737) (application abandoned)
	U.S.	(76/588435) (application abandoned)
	U.S.	(76/498693) (application abandoned)
PENTHOUSE MENS CLUB	U.S.	2,450,888 (registration cancelled)
PENTHOUSE KEY SUITES	U.S.	(86/876606) (application abandoned)
THE PENTHOUSE KEY SUITES (w/ one key logo)	Not Registered	Not Registered
THE PENTHOUSE KEY SUITES (w/ three key logo)	Not Registered	Not Registered
	U.S.	(76/478036) (application abandoned)
PENTHOUSE w/ three key logo	Spain	916115
	United Kingdom	2025235
Three Key Logo  	Antigua & Barbuda	6506
	Antigua & Barbuda	6504
	Australia	362565
	Australia	367684
	Australia	346912
	Austria	138240
	Bahamas	27567
	Bahamas	27566
	Barbados	81/20326
	Benelux	494088
	Benelux	385146
	Brazil	816873348
	Brazil	810912961
	Brazil	821732323
	Brazil	826936458
	Brazil	816873330
British Virgin Islands	4346	



Schedule 1.1(a)

Assignment of Penthouse Club Marks and Assets

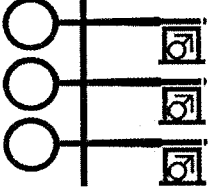

Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC

Mark	Country	Registration No. (Application Ser. No.)
Three Key Logo  	Bulgaria	36987
	Canada	TMA748,728
	Canada	TMA435,218
	China	14399513
	China	4281665
	China	4572565
	China	4281666
	China	4281667
	Costa Rica	170817
	Costa Rica	170816
	Croatia	Z990076
	Czech Republic	174670
	Czech Republic	229518
	Dominican Republic	147153
	Estonia	31746
	EU	4018776
	France	1227319
	France	92442392
	Germany	2011612
	Greece	73494
	Greece	110542
	Guernsey	GGGT3215
	Guyana	20649
	Guyana	20648
	Hong Kong	199205266
	Hong Kong	1993B00888
	Hungary	134425
	Hungary	175948
	Indonesia	IDM000076878
	Ireland	161375
	Israel	54443
	Italy	1512785
	Italy	1485134
	Japan	4895752
	Japan	4182461
	Japan	1326898
	Japan	1990279
	Japan	4417662
	Japan	1984934
	Liechtenstein	8122
	Macedonia	09063
	Mexico	326286
Mexico	417973	
New Zealand	717684	
Paraguay	419405	
Poland	81793	
Romania	042030	
Russia	248189	
Russia	142620	
Russia	128751	
Russia	119758	
Sebia	48054	

Schedule 1.1(a)

Assignment of Penthouse Club Marks and Assets

Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC

Mark	Country	Registration No. (Application Ser. No.)
Three Key Logo  	Slovak Republic	172762
	Slovak Republic	172762
	Slovenia	9870199
	South Korea	17618
	South Korea	132550
	Spain	3043867
	Spain	1629525
	Spain	1629524
	Switzerland	323052
	Switzerland	391805
	Taiwan	756607
	Taiwan	544069
	Thailand	59803
	Thailand	106860
	Trinidad & Tobago	46293
	Turks & Caicos	14014
	Turks & Caicos	14015
	Turks & Caicos	14013
	Turks & Caicos	14012
	Ukraine	38757
	Ukraine	65800
	UAE	53386
	United Kingdom	1187468
United Kingdom	2240679	
U.S.	1,073,618	
Vietnam	72640	
THREE KEY LOGO (word mark)	Bulgaria	36307
PENTHOUSE KEY GIRL	Ukraine	158071
KEY GIRL (Stylized)	Not Registered	Not Registered
		
PENTHOUSE KEY CLUB	Not Registered	Not Registered
	U.S.	(76/439605) (application abandoned)
KEY CLUB	Not Registered	Not Registered
CALIGULA CLUB	Not Registered	Not Registered
PENTHOUSE CLUB	Japan	4384068
	Mexico	903392
	Mexico	921770
THE PENTHOUSE BEACH CLUB	Ukraine	158070

*Schedule 1.1(c)*

*Assignment of Penthouse Club Marks and Assets*

*Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

**Schedule 1.1(c)**

**PENTHOUSE CLUB DOMAIN NAMES**

- penthouseclub-bangkok.com
- penthouseclub-la.com
- penthouseclub-losangeles.com
- penthouseclub-macao.com
- penthouseclub-seoul.com
- penthouseclub-shanghai.com
- penthouseclub-singapore.com
- penthouseclub-taiwan.com
- penthouseclub.com
- penthouseclub.mobi
- penthouseclub.org
- penthouseclubac.com
- penthouseclubac.net
- penthouseclubanaheim.com
- penthouseclubanaheim.net
- penthouseclubatlanticcity.com
- penthouseclubatlanticcity.net
- penthouseclubauckland.co.nz
- penthouseclubauckland.com
- penthouseclubaussie.com
- penthouseclubbaltimore.com
- penthouseclubbaltimore.net
- penthouseclubbangkok.com
- penthouseclubbatonrouge.com
- penthouseclubbirmingham.com
- penthouseclubboston.com
- penthouseclubcalendar.com
- penthouseclubcalendars.com
- penthouseclubcalgary.ca
- penthouseclubcalgary.com
- penthouseclubchicagomidway.com
- penthouseclubchicagomidway.net
- penthouseclubdetroit.com
- penthouseclubdetroit.net
- penthouseclubftlauderdale.com
- penthouseclubftlauderdale.net
- penthouseclubkharkiv.com
- penthouseclubkharkov.com
- penthouseclubkiev.com

*Schedule 1.1(c)*

*Assignment of Penthouse Club Marks and Assets*

*Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

- penthouseclubla.com
- penthouseclublasvegas.com
- penthouseclublondon.com
- penthouseclublondon.net
- penthouseclublosangeles.com
- penthouseclubmacao.com
- penthouseclubmacau.com
- penthouseclubmelbourne.com
- penthouseclubmiami.com
- penthouseclubmidway.com
- penthouseclubmidway.net
- penthouseclubmilwaukee.net
- penthouseclubmoscow.com
- penthouseclubmyrtlebeach.com
- penthouseclubnz.co.nz
- penthouseclubnz.com
- penthouseclubparis.com
- penthouseclubparties.com
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- penthouseclubpittsburgh.com
- penthouseclubreno.com
- penthouseclubrussia.com
- penthouseclubs.co
- penthouseclubs.com
- penthouseclubsandiego.com
- penthouseclubsanfrancisco.com
- penthouseclubscalendar.com
- penthouseclubscalendars.com
- penthouseclubsf.com
- penthouseclubsingapore.com
- penthouseclubinternational.com
- penthouseclubsrussia.com
- penthouseclubsydney.com
- penthouseclubwellington.co.nz
- penthouseclubwellington.com