

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Media Communications, Inc.		05/21/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Penthouse Clubs Global Licensing, LLC		
Street Address:	201 St. Charles Avenue., Ste 3915		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70170		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Serial Number:	85966471	CALIGULA	
Serial Number:	86803795	CALIGULA	
Serial Number:	87284418	CALIGULA	
Registration Number:	4310731		
Registration Number:	1323232		
Registration Number:	3431806		
Registration Number:	4846266		
Registration Number:	4310732		
Registration Number:	4383782		
Registration Number:	4787483		
Registration Number:	4310739		
Registration Number:	2686386	PENTHOUSE	
Registration Number:	4310737	PENTHOUSE	
Registration Number:	1074534	PENTHOUSE	
Registration Number:	0880922	PENTHOUSE	
Registration Number:	4310741	PENTHOUSE	
Registration Number:	4310726	PENTHOUSE	
Registration Number:	4645457	PENTHOUSE	
Registration Number:	4259336	PENTHOUSE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4548739	PENTHOUSE
Registration Number:	4154587	PENTHOUSE
Serial Number:	86668256	PENTHOUSE
Serial Number:	86426998	PENTHOUSE
Serial Number:	86116552	PENTHOUSE
Registration Number:	4782367	PENTHOUSE
Registration Number:	4319011	PENTHOUSE
Registration Number:	1064636	PENTHOUSE
Registration Number:	3548339	PENTHOUSE
Registration Number:	4135170	PENTHOUSE
Registration Number:	3067272	PENTHOUSE
Registration Number:	4808739	PENTHOUSE
Registration Number:	3007070	PENTHOUSE
Registration Number:	3779465	PENTHOUSE
Registration Number:	2435702	PENTHOUSE
Registration Number:	4194118	PENTHOUSE
Registration Number:	3728779	PENTHOUSE
Registration Number:	4314172	PENTHOUSE
Registration Number:	4258930	PENTHOUSE
Registration Number:	4255423	PENTHOUSE 3D
Serial Number:	86357365	PENTHOUSE COMIX
Registration Number:	4186232	PENTHOUSE FORUM
Registration Number:	3668322	PENTHOUSE FORUM
Registration Number:	3698477	PENTHOUSE HD
Registration Number:	3052851	PENTHOUSE LETTERS
Registration Number:	3638217	PENTHOUSE LETTERS
Registration Number:	4189969	PENTHOUSE LETTERS
Registration Number:	3625761	PENTHOUSE LETTERS
Registration Number:	3512920	PENTHOUSE LINGERIE
Serial Number:	87525276	PENTHOUSE LOUNGE
Serial Number:	86141935	PENTHOUSE LOUNGE
Registration Number:	4498546	PENTHOUSE MAG
Serial Number:	86106787	PENTHOUSE PALACE
Serial Number:	87449864	PENTHOUSE PALACE
Serial Number:	87646763	PENTHOUSE PET
Registration Number:	5230434	PENTHOUSE POP SHOTS
Serial Number:	87031222	PENTHOUSE SECRET SERVICE
Registration Number:	4186310	PENTHOUSE SHOES

Property Type	Number	Word Mark
Registration Number:	3600434	PENTHOUSE TV
Registration Number:	3641290	PENTHOUSE TV
Registration Number:	4179403	PENTHOUSE.COM
Registration Number:	4335810	PENTHOUSEFORUM.COM
Registration Number:	3221067	PENTHOUSELETTERS.COM
Registration Number:	3289312	PENTHOUSESTORE.COM
Registration Number:	4526195	PET CONFESSIONS
Registration Number:	1128612	PET OF THE MONTH
Registration Number:	1121403	PET OF THE YEAR
Registration Number:	2701927	THE GIRLS OF PENTHOUSE
Registration Number:	3052850	THE GIRLS OF PENTHOUSE
Registration Number:	3273185	WHERE THE MAGAZINE COMES TO LIFE!

CORRESPONDENCE DATA

Fax Number: 2252483109

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.

Email: hbrown@joneswalker.com

Correspondent Name: Micah J. Fincher

Address Line 1: Jones Walker LLP

Address Line 2: 201 St. Charles Ave., Suite 5100

Address Line 4: New Orleans, LOUISIANA 70170-5100

ATTORNEY DOCKET NUMBER: 169718-00

NAME OF SUBMITTER: Micah J. Fincher

SIGNATURE: /micah j. fincher/

DATE SIGNED: 08/16/2018

Total Attachments: 7

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*Master Intellectual Property License Agreement
Penthouse Global Licensing, Inc. and Affiliates; Penthouse Clubs Global Licensing, LLC*

EXCLUSIVE INTELLECTUAL PROPERTY LICENSE

This Exclusive Intellectual Property License (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 for Penthouse Global Licensing, Inc., a Delaware corporation, ("PGLI") and those Affiliates of PGLI set forth on Appendix A (collectively, and including the Related Penthouse IP Owner(s), the "Licensor"), on the one hand, and Penthouse Clubs Global Licensing, LLC, a Delaware limited liability company (the "Licensee"), on the other hand. Licensor and Licensee are each referred to herein as a "Party" and collectively, as the "Parties."

RECITALS:

A. Licensor and Licensee have entered into that certain Master Intellectual Property License Agreement, dated as of the Execution Date (the "MIPLA"), pursuant to which Licensor is granting to Licensee a perpetual, irrevocable, prepaid, sublicensable, and exclusive license to certain marks that include the term "PENTHOUSE", key logos, and other terms and designs for a variety of goods and services (as defined in the MIPLA and used herein, the "Additional Marks"), including the marks for the applications and registrations set forth on Schedule 1.1(a) attached hereto.

B. All capitalized terms used herein but not otherwise defined herein shall have the meanings provided in the MIPLA or that certain Purchase and Sale Agreement, dated as of the Execution Date, by and between Licensor and Licensee (the "PSA"), as applicable.

C. Pursuant to the MIPLA, Licensor shall grant the License Grant (as defined below) to Licensee, and Licensor desires to further evidence the foregoing License Grant to Licensee 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, Licensor and Licensee hereby agree as follows:

1. Grant of Rights. Subject to the terms and conditions of the MIPLA:

(a) Intellectual Property License Grant. Subject to the terms and conditions of this Agreement and the MIPLA, Licensor hereby grants to Licensee (the "License Grant") a fully prepaid, irrevocable, exclusive, transferable, sub-licensable, license, to use, sublicense, franchise (and sub-franchise), anywhere in the world for a perpetual term, solely in connection with the ownership, operation, marketing, and promotion of Gentlemen's Clubs, and the advertising and promotion through any media now known or hereafter devised, including the Internet, and restaurant, bar, and cocktail lounge services directly related thereto (the "Licensed Services"): (i) all copyrights and other intellectual property owned or controlled by Licensor in and to the Penthouse Media, illustrative examples of which are set forth in Schedule 1.1(a), but only for the purpose of displaying such material in Licensee's, its Affiliates', and their sub-licensees' Gentlemen's Clubs or to advertise or promote services offered in or events occurring

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at such Gentlemen's Clubs consistent with historical practice of Licensee, its Affiliates, and their sub-licensees (the "Additional Intellectual Property"); and (ii) the marks identified in Schedule 1.1(a), which are the subject of U.S. and foreign trademark registrations or applications to register such marks, or U.S. and foreign common law rights in and to such marks therein owned or controlled by Licensor (the "Additional Marks"), *provided, however*, that Licensee (and all sub-licensees) shall utilize the Additional Marks in accordance with the provisions of Section 1.1(g) hereof and the quality control provisions set forth in Section 5.6 of the MIPLA.

(b) Sublicensing. Licensee shall have the right to sublicense of any its rights under this Agreement and the MIPLA, *provided* that (i) any sublicense shall be subject to the quality control provisions set forth in Section 5.6 of the MIPLA, and (ii) the terms of any sublicense and the obligations of the sub-licensee shall be in substantial conformity to this Agreement and the MIPLA, as applicable.

(c) Reservation of Rights. Licensor reserves to itself and for its sole benefit all other rights in and to the Additional Marks and Additional Intellectual Property (collectively, the "Licensed IP") not expressly granted to Licensee under this Agreement and the MIPLA, as applicable. For avoidance of doubt, the exclusivity of the License Grant shall be limited solely to the Licensed Services, and shall not apply to the advertising or promotion of goods or services, or restaurant, bar and cocktail lounge services, that are not directly related to Gentlemen's Clubs.

(d) [Omitted]

(e) Acknowledgement of Ownership. Licensee acknowledges that Licensor is the owner of the Licensed IP. Except for goodwill in connection with the Licensed Services, any other goodwill derived from the use of the Additional Marks by Licensee shall inure to the benefit of Licensor. Except for Licensee's rights contemplated by Section 1.1(a) of this Agreement, the PSA, and the Transaction Documents, if Licensee acquires any rights in the Additional Marks, by operation of law, or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Licensor without further action by any of the Parties, and Licensee agrees not to dispute or challenge or assist any Person in disputing or challenging Licensor's rights in and to, or the validity of, the Licensed IP.

(f) Limitation. Subject to the other provisions of this Agreement, including Sections 1.1(a) and Section 1.1(g) hereof, Section 5.9 of the MIPLA, and the other Transaction Documents, Licensee shall have no right to use any trademarks owned by Licensor apart from the Additional Marks and no right to use the Additional Marks outside of the Licensed Services.

(g) Use of Licensor's Other Trademarks. Licensee agrees that: (A) any uses of the Additional Marks by Licensee shall be made only as reasonably necessary for Licensee's advertising and marketing of Gentlemen's Clubs and the Licensed Services ("Permitted Advertising"), (B) all Permitted Advertising shall use the mark THE PENTHOUSE CLUB in close proximity to the Additional Marks, to the extent applicable to the application and medium of such Permitted Advertising, (C) Licensee only uses as much of the Additional Marks as is necessary to identify Licensor and its goods and services, (D) Licensee uses the Additional Marks in good faith, (E) Licensee does not use the Additional Marks as a source identifier for

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Licensee's goods and services, (F) Licensee does not use the Additional Marks in a manner that is likely to cause confusion with Licensor's use of the Additional Marks unrelated to Gentleman's Clubs (provided that Licensor acknowledges and agrees that Licensee's use of the Additional Marks in Permitted Advertising as set forth herein and the Consent to Use and Register Agreement is not likely to cause such confusion), and (G) all promotional and advertising materials featuring the Additional Marks shall incorporate the appropriate trademark notices in accordance with Licensor's instructions. In addition, Licensee must submit all Permitted Advertising incorporating the Additional Marks to Licensor for written approval (such approval not to be unreasonably withheld) prior to any use of the Additional Marks, and if approval is not received within seven (7) business days of submission, approval will be deemed granted; *provided, however*, that any Permitted Advertising, or other business materials, incorporating the Additional Marks that are approved in writing by Licensor prior to the Execution Date need not be submitted to Licensor. Notwithstanding the foregoing, and for non-inclusive, illustrative purposes only, Licensor hereby approves, without any further approval necessary, and Licensee shall be deemed to have the right to use (and shall be deemed authorized to permit its sub-licensees to use) the PENTHOUSE mark, alone, so long as such uses strictly comply with all of the requirements set forth in this Section 1.1(g) (other than clauses (C) and (E) above): (1) on the signage fronting Gentlemen's Clubs, (2) in brochures and pamphlets promoting the Gentlemen's Clubs, (3) in Internet and social media advertising and promotions of Gentlemen's Clubs and (4) on signage, advertisements, décor, utensils, matchbooks, swizzle sticks, cocktail napkins, table tents, name holders, tag holders and souvenirs provided, sold or otherwise utilized in connection with the operation of the Gentleman's Clubs and as reasonably necessary for the promotion of Gentlemen's Clubs.

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

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

Exclusive Intellectual Property License

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
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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

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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.

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Schedule 1.1(a)

ADDITIONAL MARKS

1. PENTHOUSE
2. PET OF THE YEAR
3. PET OF THE MONTH
4. CALIGULA
5. ONE KEY LOGO
6. PENTHOUSE & ONE KEY DESIGN
7. PENTHOUSE and KEYHOLE and ONE KEY DESIGNS
8. PENTHOUSE & One Key Logo
9. PENTHOUSE PET
10. PENTHOUSE PETS
11. THE GIRLS OF PENTHOUSE
12. THE GIRLS OF PENTHOUSE (Stylized)
13. WHERE THE MAGAZINE COMES TO LIFE!

ADDITIONAL IP

1. Penthouse Magazine
2. Penthouse.com
3. Pet of the Year
4. Pet of the Month
5. Penthouse Pets
6. The Girls of Penthouse