

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David E. Young, Inc.		02/28/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	75601048	
Serial Number:	75106898	
Serial Number:	75601047	
Serial Number:	75601046	
Registration Number:	2101654	BLUEBOY
Registration Number:	2121476	IRON HORSE
Registration Number:	2101653	OUI INTERNATIONAL
Registration Number:	2187922	ROUGH TRADE
Registration Number:	2125406	ADULT CINEMA REVIEW
Registration Number:	2101657	MACHISMO
Registration Number:	2180844	LEG SCENE

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900023144

**TRADEMARK
 REEL: 003067 FRAME: 0280**

CH \$290.00 75601048

Phone: 2127562132
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (025983/0088)
Signature:	/sas for da/
Date:	04/15/2005

Total Attachments: 4

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, **DAVID E. YOUNG, INC.** (the "Assignor"), a New York corporation, has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into an Amended and Restated Security Agreement, dated as of February 28, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, with offices at One Boston Place, Suite 1800, Boston, Massachusetts 02108, as collateral agent for certain agents, lenders and other parties (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Lender Group (as such term is defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 28, 2005.

DAVID E. YOUNG, INC.

By: 

Name: *Marc Fierman*

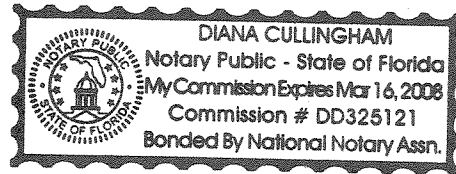
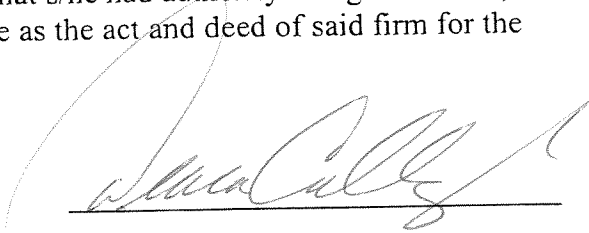
Title: *Vice President*

STATE OF Florida

ss.:

COUNTY OF Lee

On this 28th day of February 2005, before me personally came Marc Fierman, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of David E. Young, Inc., a New York corporation, and that s/he executed the foregoing instrument in the firm name of David E. Young, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

DAVID E. YOUNG, INC, a New York corporation

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG./APP. NO.
PANTY GIRLS	75/601048
NO ONE DELIVERS MAGAZINES LIKE DEYCO	75/106898
LEG TEASE	75/601047
PANTY GIRLS	75/601046
BLUEBOY	2101654
IRON HORSE	2121476
OUI INTERNATIONAL	2101653
ROUGH TRADE	2187922
ADULT CINEMA REVIEW	2125406
MACHISMO	2101657
LEG SCENE	2180844