

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
SpecPub Acquisition Corp.		11/08/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SpecPub, Inc.		
Street Address:	146 Crichton Lane		
City:	Inverness		
State/Country:	ILLINOIS		
Postal Code:	60067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2599141	2	
Registration Number:	2802478	BUYGAY.COM	
Registration Number:	1812891	FRESH MEN	
Registration Number:	2393097	MEN	
Registration Number:	2158988	UNZIPPED	
Registration Number:	2993181	UNZIPPED VIDEO	
CORRESPONDENCE DATA			
Fax Number:	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cliu@loeb.com		
Correspondent Name:	Christina Liu c/o Loeb & Loeb LLP		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4164		
ATTORNEY DOCKET NUMBER:	074014-05343		

CH \$165.00 2599141

NAME OF SUBMITTER:	Christina Liu
Signature:	/Christina Liu/
Date:	11/09/2005
Total Attachments: 6 source=SpePubAssignment#page1.tif source=SpePubAssignment#page2.tif source=SpePubAssignment#page3.tif source=SpePubAssignment#page4.tif source=SpePubAssignment#page5.tif source=SpePubAssignment#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2005 (this "Agreement") is made by SpecPub Acquisition Corp., a Delaware corporation ("Grantor"), in favor of SpecPub, Inc., a Delaware corporation (the "Secured Party"), with reference to the following:

WHEREAS, pursuant to that certain Promissory Note and Promissory Note (Escrow) (collectively, the "SPI Secured Notes"), dated as of November 8, 2005, executed by Grantor in favor of the Secured Party, the Secured Party has extended credit to Grantor; and

WHEREAS, it is a condition to the extension of credit pursuant to the SPI Secured Notes, that (i) Grantor shall have executed and delivered to the Secured Party that certain Security Agreement and Accommodation Security Agreement, dated as of November 8, 2005 (the "Security Agreement"), and (ii) Grantor shall execute and deliver this Agreement, and grant the liens provided for in this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), which security interest, collectively with the security interest simultaneously being granted to Secured Party's affiliate LPI Media, Inc., is first in priority:

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (but excluding, however, only to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark, any application to register any trademark, service mark or other mark prior to the filing and acceptance under applicable law of a verified statement of use (or the equivalent) or the registration for such trademark, service mark or other mark), and all renewals or extensions of the foregoing, including, without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties or assets;

(c) all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(d) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SPECPUB ACQUISITION CORP.,
a Delaware corporation

By: J.T. Soukup
Name: Jeffrey T. Soukup
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

SPECPUB, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties or assets;

(c) all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(d) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SPEC PUB ACQUISITION CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

SPEC PUB, INC.,
a Delaware corporation

By: James M. Franklin
Name: James M. Franklin
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
)ss.
COUNTY OF San Francisco)

On this 1st day of November 2005 before me personally appeared Jeffrey T. Soukup, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SpecPub Acquisition Corp., who being by me duly sworn did depose and say that such Person is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that such Person acknowledged said instrument to, be the free act and deed of said corporation.

[Signature]
Notary Public {SEAL}



SCHEDULE I

Trademark	Goods/Services	Docket ID:	Country/State	App. Date:	Reg. Date	Status:	
		Owner:		App. No.:	Reg. No.:		
2	Class 16: Erotic magazines.	052499-00012 Specpub, Inc.	United States of America	11/21/2000	7/23/2002	Registered	
				76/170545	2599141	Aff of Use - 5 year	7/23/2007
						Aff of Use - 6 year	7/23/2008
						First Renewal	7/23/2012
BUYGAY.COM	Class 35: Online retail department store services.	052499-00027 Specpub, Inc.	United States of America	2/10/2003	1/6/2004	Registered	
				78/213157	2802478	Aff of Use - 5 Year	1/6/2009
						Aff of Use - 6 Year	1/6/2010
						First Renewal	1/6/2014
FRESH MEN	Class 16: Magazine featuring erotic articles and photographs of young male models.	052499-0004 Specpub, Inc.	United States of America	11/1/1990	12/21/1993	Registered	
				74/111288	1812891	Next Renewal	12/21/2013
						First Renewal	12/14/2009
MEN	Class 16: Adult entertainment magazines	052499-00006 Specpub, Inc.	United States of America	5/14/1999	10/10/2000	Registered	
				75/706271	2393097	Aff of Use - 5 Year	10/10/2005

Trademark	Goods/Services	Docket ID:	Country/State	App. Date:	Reg. Date	Status:		
		Owner:		App. No.:	Reg. No.:			
							Aff of Use - 6 Year	10/10/2006
							First Renewal	10/10/2010
							First Renewal	12/30/2008
							Aff of use - 6 Year	6/8/2010
							First Renewal	6/8/2014
<i>UNZIPPED VIDEO</i>	Class 16: Magazine for and about gay men	052499-00002 Specpub, Inc.	United States of America	5/28/1997 75/298986	5/19/1998 2158988	Registered		
						First Renewal	5/19/2008	
<i>UNZIPPED VIDEO</i>	Class 9: Video recordings featuring adult entertainment	052499-00028 Specpub, Inc.	United States of America	7/30/2003 78/281218	9/6/2005 2993181	Allowed		