

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpecPub, Inc.		11/08/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SpecPub Acquisition Corp.		
Street Address:	1355 Sansome Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76170545	2	
Serial Number:	78213157	BUYGAY.COM	
Serial Number:	74111288	FRESH MEN	
Serial Number:	75706271	MEN	
Serial Number:	75298986	UNZIPPED	
Serial Number:	78281218	UNZIPPED VIDEO	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	Carole F. Barrett		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	15320.21		

CH \$165.00 76170545

NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_lmd/
Date:	11/20/2005
Total Attachments: 5 source=PO_SPEC PUB_acquisition#page1.tif source=PO_SPEC PUB_acquisition#page2.tif source=PO_SPEC PUB_acquisition#page3.tif source=PO_SPEC PUB_acquisition#page8.tif source=PO_SPEC PUB_acquisition#page9.tif	

BILL OF SALE (SPEC PUB)

RECITALS

A. SPEC PUB, INC., a Delaware corporation having a principal place of business at 6380 Wilshire Boulevard, 14th Floor, Hollywood, CA 90028 (“**SP**”) and SPEC PUB ACQUISITION CORP., a Delaware corporation having a principal place of business at 1355 Sansome Street, San Francisco, CA 94111 (the “**Buyer**”) are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), which Purchase Agreement contemplates the acquisition by the Buyer of the SP Assets identified therein. Capitalized but undefined terms used herein shall have the respective meanings ascribed to such terms under the Purchase Agreement.

B. Pursuant to the Purchase Agreement, SP and the Buyer mutually desire to perfect and confirm the sale of the SP Assets to the Buyer, and to ensure that the assignment records of any government agency with jurisdiction over the filing, grant, renewal and enforcement of rights in and to such SP Assets reflect the correct ownership of certain specific SP Assets being transferred to the Buyer.

WITNESSETH

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. SP does hereby sell, assign, transfer, convey and deliver unto the Buyer, its successors and assigns, all of SP’s entire worldwide right, title and interest in and to the SP Assets identified on **EXHIBIT B-1** attached to the Purchase Agreement and all of the other properties, rights, interests and other tangible and intangible assets of SP (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), except for the Excluded Assets.

2. Without limiting the generality of the foregoing, the SP Assets shall include, to the extent not constituting Excluded Assets: all equipment, materials, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements and other tangible assets of the Seller Group held by SP (including the tangible assets specifically identified in Part 2.11 of the Disclosure Schedule to the Purchase Agreement); all advertising and promotional materials owned by or licensed to the Seller Group and held by SP; all Seller Group IP held by SP, to the extent assignable on the date hereof (including the Intellectual Property and Intellectual Property Rights held by SP specifically identified in Part 2.13 of the Disclosure Schedule, as well as the Seller Group IP specifically identified on **EXHIBIT A** attached hereto); all rights of SP under the Seller Group Contracts to which SP is a party, to the extent assignable on the date hereof (including all office leases, equipment leases, printing Contracts, licensing agreements and all of the other Seller Group Contracts identified in Part 2.14 of the Disclosure Schedule to which SP is a party, to the extent assignable on the date hereof), other than accounts receivable; all Governmental Authorizations held by SP, to the extent assignable on the date hereof (including specifically the Governmental Authorizations held by SP identified in Part 2.17 of the Disclosure Schedule, to the extent assignable on the date hereof); all claims (including claims for past infringement or misappropriation of Intellectual Property or Intellectual Property Rights, to the extent assignable on the date hereof, but excluding claims related to the Excluded Assets) and causes of action of SP against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller Group), to the extent assignable on the date hereof and all rights of indemnity, warranty rights, rights of contribution (but excluding such rights relating to the Excluded Assets), and rights of recovery possessed by SP (regardless of whether such rights are currently exercisable), to the extent assignable on the date hereof; and all books, records, files and data of SP relating to the Assets (in the case of documentation of relevance solely to the SP Assets, originals; in the case of other documentation, copies only).

3. All of the terms and provisions of this Bill of Sale will be binding upon SP and its successors and assigns and will inure to the benefit of the Buyer and its successors and assigns.

4. This Bill of Sale the rights and obligations of the parties hereunder shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

5. This Bill of Sale is executed and delivered pursuant to the Purchase Agreement and is subject to all of the terms and conditions set forth in the Purchase Agreement.

6. This Bill of Sale shall in no way expand the rights or remedies of any third party against the Buyer Group or the Seller Group as compared to the rights and remedies which such third party would have had against the Buyer Group or the Seller Group had this Bill of Sale not been executed and delivered. Without limiting the generality of the foregoing, this Bill of Sale shall not create any third party beneficiary rights.

[Remainder of This Page Intentionally Left Blank]

This **BILL OF SALE** has been signed at Los Angeles, California, effective as of November 8, 2005.

SPEC PUB, INC.,
a Delaware corporation

By: James M. Franklin

Name: James M. Franklin

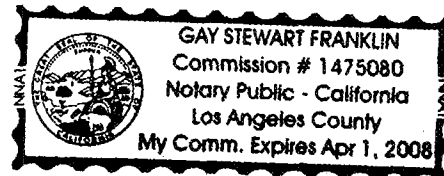
Title: President / CEO

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 8th day of November, 2005, Jim Franklin, known to me as the Chief Executive Officer of SpecPub, Inc., a Delaware corporation (the "**Company**"), personally appeared before me, a Notary Public in and for the aforesaid county, and acknowledged that he has executed the foregoing instrument on behalf of the Company having the authority to do so.

(SEAL)

Gay Stewart Franklin
Notary Public



Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Docket ID: Owner:	Country/State	App. Date: App. No.:	Reg. Date Reg. No.:	Status:	
2	Class 16: Erotic magazines.	052499-00012 SpecPub, Inc.	United States of America	11/21/2000 76/170545	7/23/2002 2599141	Registered	
						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 78/213157	1/6/2004 2802478	Registered	
						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 74/111288	12/21/1993 1812891	Registered	
						Next Renewal	12/21/2013
MEN	Class 16: Adult entertainment magazines	052499-00006 SpecPub, Inc.	United States of America	5/14/1999 75/706271	10/10/2000 2393097	Registered	
						Aff of Use -- 5 Year	10/10/2005
						Aff of Use -- 6 Year	10/10/2006

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Docket ID:	Country/State	App. Date:	Reg. Date	Status:	
		Owner:		App. No.:	Reg. No.:	First Renewal	
						First Renewal	10/10/2010
<i>UNZIPPED VIDEO</i>	Class 16: Magazine for and about gay men	052499-00002 Specpub, Inc.	United States of America	5/28/1997	5/19/1998	Registered	
				75/298986	2158988	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	9/6/2005	Allowed	
				78/281218	2993181		